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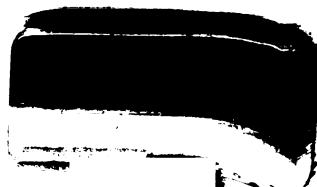
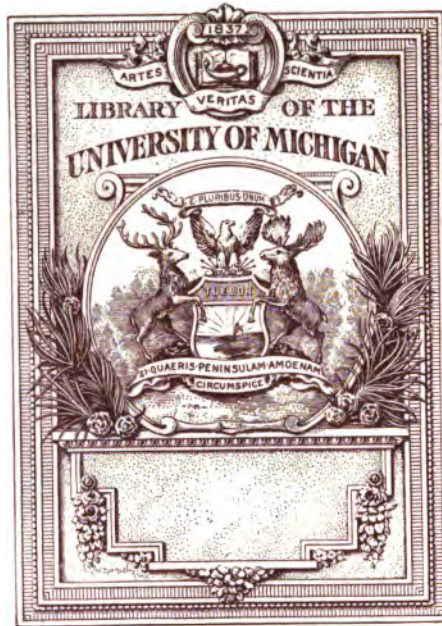
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ANNUAL REPORT
OF THE
STATE BOARD OF ARBITRATION
JANUARY 1904





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ANNUAL REPORT

OF THE

STATE BOARD OF CONCILIATION AND ARBITRATION

FOR THE YEAR ENDING DECEMBER 31, 1903.



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WILLARD HOWLAND, Chairman.
RICHARD P. BARRY.
CHARLES DANA PALMER.

BERNARD F. SUPPLE, Secretary,
Room 128, State House, Boston.

174365

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EIGHTEENTH ANNUAL REPORT.

To the Senate and House of Representatives in General Court assembled.

The Board at the end of its eighteenth year reports that the confidence of employer and employed, so necessary to a tribunal of voluntary resort, continues to increase. The attention which the public has ever given to the Board's work is manifested by invitations to address clubs, societies, schools and religious organizations, and by the requests of students and teachers, writers and speakers, for information concerning its work. This interest, which is one of the most encouraging signs of the times, was manifest when the transportation strike of 1902 was brought to a speedy close through the timely aid of public-spirited men of this State. In its efforts to secure the speedy termination of the strike and to prevent its recurrence during the month following the settlement, the Board was heartily assisted by the secretary of the National Civic Federation and its members. It is gratifying to note that these men, devoted to the promotion of peace between industrial parties, contemplate a branch of their organization in Massachusetts.

Much of the work of the Board is difficult to record, though not unproductive of results. Advice has been given in impending strikes not only to the principals in the contest, but to representatives of that great third party, the public. Opposing parties, weary of contro-

versy, yet loth to yield, have been shown ways of composing their differences privately. The Board has provided neutral ground, where contestants might meet and parley. It has, at the request of negotiating parties, advised with them concerning proposed agreements, and they have, in many a case, deposited with the Board a record of their agreement. The Board has in every controversy, moreover, endeavored to stimulate in all parties the spirit of fairness and tolerance. These things it has done aside from the regular arbitration work with its engrossing details.

The Board has been requested to arbitrate controversies which prove to be beyond its authorized sphere of action. An instance of this is the disagreement which has arisen at times between the producers and the distributors of milk. In this controversy the work people take no part, both the opposing parties being employers of labor. The assistance of the Board has been invoked by the producers, but cannot be given under the law, which requires that one side must represent the employers of labor, the other side the employed. Another illustration is a strike involving nine factories in Lynn. The trouble was a serious one, which disturbed business and filled the community with apprehension for several weeks. But the difficulty lay between two labor organizations, each claiming that the other had broken the rules in which both had concurred. In this case also the Board was without authority to act under the law. Controversies arising in Lynn at that time were referred to the Board, as may be seen in the following pages; but proceedings under the law, which provides that there shall be no strike or lockout of parties

who request a decision, were interrupted by the contest of the Boot and Shoe Workers' Union and the Knights of Labor. The nine establishments were known as stamp factories, because of a "stamp and arbitration" agreement, which stipulated that their products should be marked with a device known as the union stamp, and that negotiation or arbitration should be substituted for strikes and lockouts. Besides the stamp and arbitration agreement with the employers, there was a code of rules for co-ordinating the acts of the two trades unions. It is to be regretted that the comity established did not continue, as in the case of the Boston carpenters.

The machinists of Boston, whose allegiance is divided between two organizations, had a similar difficulty, which is recounted on page 53.

On the subject of trade agreements, Mr. John F. Tobin, general president of the Boot and Shoe Workers' Union, in its official organ says:—

The Boot and Shoe Workers' Union hews as closely to economic lines as unreasoning employers and unreasoning workers will permit, and is governed at all times by competitive conditions prevailing in the trade. We believe that, although systematic strikes temporarily slightly increase wages, they do not improve the competitive conditions in the trade, and are fully as unsettling and injurious to the permanent advancement of the workers' interests as reductions in wages or increasing demands upon the endurance of the workers can be. We take it for granted that no fair, intelligent man questions the necessity of organization to protect the rights and interests of the workers; and we claim that it is yet to be proved to the contrary that, in the almost 400 factories operating under our union stamp and arbitration contract, conditions have been improved for both employer and employees. In such factories the differences between employers and employees did not lead to a single strike; only in one instance did work cease, which

was due to a misunderstanding, and operations were immediately resumed. The Boot and Shoe Workers' Union has never at any time by any deliberate plan or act either voluntarily introduced unsettling conditions or connived in doing so either locally or generally. It stands ready at all times to meet and settle on a fair basis any difference that may arise between it and employers or others. Except in a few instances, where outside interference caused disturbed conditions, the factories using our union stamp have been absolutely free from strikes and labor disturbances, — a freedom never enjoyed before by any similar number of factories. If our union stamp and arbitration plan did no more than this, a lasting benefit would have been conferred upon shoe workers, employers and the shoe trade generally. Let any intelligent shoe worker or fair-minded employer take a common-sense view of the different situations after a strike, whether that strike has been won or lost, and after a dispute settled by conciliation and arbitration, and, if he is honest, he will unhesitatingly admit the superiority of arbitration over the indiscriminate strike, — qualify his admission as he will.

A notable instance of the trade agreement is that of the carpenters in 1902. They belonged to two great organizations that had no connection and no sympathy with each other. There were four organizations of employers, besides sixteen great construction corporations and a large number of employers not members of any association. The difficulty of regulating the demand was exceeded by the difficulty of obtaining a collective answer. The workmen deemed a strike the best means to secure attention, but their conservative leaders on the last day of grace obtained a delay and brought the matter to this Board. Having left the matter in the hands of the Board, the intention to strike was abandoned, and the two organizations of workmen have ever since then acted together under the law. At the close of the season of 1902 the two larger associations of employers had entered into

agreement with their employees. The adhesion of the others, the sixteen great corporations, the two suburban associations and all the unorganized builders was given in 1903, and it is believed that for many years to come the industry of carpentry has thus been insured against strikes and lockouts.

During the past year the Board, by invitation, has appeared before the Committee on Relations between Employer and Employee, and suggested changes in the law tending to facilitate the submission of controversies by relieving the workmen of onerous requirements, and enabling the Board to more fully investigate such controversies with the assistance of experts, particularly when the competitors in the industry in question are located outside the State. The Board is gratified to learn from the report of that committee that the changes referred to above met with favorable consideration, and are recommended by the committee.

Both employers and employees have manifested in recent years a growing disposition to define their relations by industrial trade agreements, embodying a provision that controversies arising should be submitted to the State Board of Conciliation and Arbitration for settlement, and that pending such settlement no strike or lockout should occur. Conferences between the parties in the presence of the Board and the assistance which it has been able to render have enabled them to arrive at a good understanding in controversies which, under other conditions, might have resulted in serious industrial disturbance. Seventy-nine controversies were submitted to the Board for arbitration, and the decisions rendered, fifty-one in number,

have been complied with. The remaining cases were settled by agreement under the advice of the Board, with the exception of eight which are pending. Besides these, we report the principal conciliation cases, involving more than twelve hundred employers, where this Board acted as mediator.

REPORTS OF CASES.

REPORTS OF CASES.

A. J. BATES & CO.—WEBSTER.

On December 15, 1902, a joint application was received from A. J. Bates & Co. and the employees in the lining-making department of their shoe factory at Webster. The petition alleged a change of system, whereby the employees in interest could not earn so much as before, and furthermore alleged a reduction of price. The firm stated that less work was required by the new system than under the old, and, moreover, that the difficulty in this department was but a portion of a controversy in which no settlement had as yet been made. The Board advised both parties to confer on the subject of a settlement, with a view to agreeing upon as many items as possible, and then whatever dispute remained might become the subject of a hearing by the Board. The Board's advice was accepted, and nearly all the matters in dispute were agreed to; whereupon a hearing was promptly arranged for such matters as still remained unsettled, but postponements were made from time to time at the request of one party or the other, because of negotiations which seemed to promise a settlement. Towards the end of the month a large portion of the list of items in dispute was settled.

On February 5 a hearing was given on the joint application. The employees in question were heard, as were the members of the firm and the superintendent of the

factory. It appeared that under the change of system the lining makers could not earn so much as before, whereupon the employer offered the lining makers other work, which was accepted; and, at the request of both parties, the application was placed on file, and the Board voted to proceed no further with the case.

A. J. BATES & CO. — WEBSTER.

At the termination of the preceding case, while the Board was in Webster, the parties to a dispute in the bottoming room of this factory were brought together in conference, and all the matters relating to the lasting of McKay work on the Consolidated Hand-method machine were thereupon settled by agreement, together with a long list of items on Goodyear work; but some items of Goodyear work remained, which it appeared could not be mutually adjusted, and the conference was adjourned with the understanding that an application would be jointly made to the Board for the adjudication of the items that still remained unsettled.

A. J. BATES & CO. — WEBSTER.

On May 12 the following decision was rendered:—

In the matter of the joint application of A. J. Bates & Co., shoe manufacturers, and their employees in the Goodyear bottoming department at Webster.

In this case the matters in dispute are the prices that should be paid for Goodyear work on certain items. All parties concerned have been heard, the work in question has been inspected, and similar work, as performed at competing points, has been carefully investigated. In view of all the circumstances, the Board recommends that the following prices be paid for Goodyear work in the shoe factory of A. J. Bates & Co., at Webster:—

	Per 12 Pairs.
Trimming vamps all around, before welting,	\$0 03
Trimming vamps before welting, toes only,	02½
Pulling tacks before welting,	04
Beating welts by machine,	02½
Cementing outsoles and bottoms by hand,	03
Rough rounding,	08
Filling bottoms, shanking, and digging side and insole tacks, .	06
Leveling (Acme machine),	06½
Trimming heels by McKay machine,	04½
Scouring heels on three papers, one wetting,	06½
Scouring heels on two papers,	06
Finishing heels (including blacking, rolling, beading and brushing) on Expedite machine,	05
Trimming inner seams after welting (not including digging side and insole tacks),	07

By agreement of parties, the foregoing prices take effect from the fifth day of February, 1903.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

SHIELDS CARRIAGE COMPANY, H. P. WELLS, T. W. LANE, S. R. BAILEY & CO., HUME CARRIAGE COMPANY, N. H. FOLGER, BURBANK CARRIAGE COMPANY, BIRD & SCHOFIELD, NEAL & BOLSER, C. N. DENNETT & CO., LAMBERT HOLLANDER, BRIGGS CARRIAGE COMPANY, CONNOR CARRIAGE COMPANY, CARR, PRESCOTT & CO., F. S. MERRILL, FOLGER & DRUMMOND, OSGOOD MORRILL, JAMES M. LEITCH, HASSETT & HODGE, MILLER BROTHERS, THE CURRIER-CAMERON COMPANY, WALKER CARRIAGE COMPANY, BIDDLE & SMART COMPANY, JOHN H. CLARK & CO., GEORGE W. OSGOOD, CHARLES F. WORTHEN, J. T. CLARKSON & CO., LUNT, SMITH & CO.—AMESBURY.

In the autumn of 1902 the members of the Carriage and Wagon Workers' Local Union 27 demanded of the carriage manufacturers a reduction of hours from 10 to 9

on 5 days of the week and to 8 hours on Saturday; an increase of 10 per cent. in pay for piece work; all overtime, holiday and Sunday work to be paid 50 per cent. extra over regular rates; and that these changes go into effect on January 1.

December 1 having been set as the limit of the time in which the manufacturers were to make reply, considerable apprehension was felt towards the middle of the month, and rumors reached the Board of impending difficulties in that industry. Inquiries were made of both parties, and the mediation of the Board was offered with the view to composing any difficulty that might exist or to prevent hostility. The workmen replied, through the secretary of their union, that a demand had been made on the manufacturers for a 9-hour day without reduction of wages; but that up to December 22 the employers had not recognized the union in any way, and had resisted every effort on the workmen's part to make a settlement. The letter further announced that on December 12 a special meeting of the workmen had been held, at which it was decided to go out on a strike on the first of the new year.

The following letter, from the Manufacturers' Association, states the attitude of the employers:—

AMESBURY, MASS., Dec. 17, 1902.

*State Board of Conciliation and Arbitration, MR. BERNARD F. SUPPLE,
Secretary, Boston, Mass.*

DEAR SIR:— We are in receipt of your letter of December 16. The present status of the difficulty in our industry locally is this: the Union of Carriage Workers, associated with the Federation of Labor, comprising something more than one-half of the carriage workers in Amesbury, made a request some time since for a reduc-

tion of working hours and for an increase in wages. We answered them to the effect that we could discuss and settle this matter only with our own employees. In reply to this, we were informed that the matter could be settled with no other body. Since then we have heard nothing more from this union, but hear of meetings and of influence brought to bear upon other workmen to join them.

We have taken steps to have our employees understand our position in the matter, and the business situation; this by conversation with individuals, both belonging to the union, and free men. The union men with whom we have talked we found to have had an utter misconception of the situation of the carriage business in Amesbury, and that of this firm particularly; in fact, they have been misinformed in almost every detail affecting the case. With one exception they have expressed regret at having joined such a movement, and have wished that it might be stopped. They naturally, however, do not wish to incur the displeasure of their associates.

We can say, without fear of being disputed, that there has been no dissatisfaction with the hours of labor, wages paid, character of the work, or other treatment by the firm at our factory, except in a few individual instances. We have never at any time neglected to correct any matters of this kind, or to listen to any complaints which may have arisen. In fact, at the present time we seem to be the object of some special enmity by the union, because they have found it so difficult to enlist our employees.

Referring to the request of the union for a 9-hour day and 10 hours' pay, we would say that there seem to us to be good and sufficient reasons why this cannot be granted by Amesbury manufacturers at present. Relating to the shorter hours, we would say that carriage manufacturing is what might be called a seasonable business; that is, during certain parts of the year we require extra help, and would usually be glad of twice as much product as we can produce. In the summer and fall, however, business is very quiet, and we can with difficulty keep 60 per cent. of our hands employed five days a week. This does not arise from lack of willingness to invest the capital necessary to keep the men at work, but from the fact that we cannot finish carriages during the summer to ship the next spring, as they would deteriorate, and be unsalable. Neither is it wise, in our own particular business, to

make carriage bodies during the moist months of July and August ; and in our upholstering or trimming department we are unable to decide upon our spring styles of materials until fall.

All these things, as we said above, render it necessary for us to have as long hours and as large a product as possible during the spring months, generally from February until the middle of June. The shortening of the hours of labor to 9 hours would not induce the employment of any more men, — in fact, there is a shortage of men at present for our spring work.

As a matter of fact, the paint shop can only be operated during the daylight hours, as it does not pay to light it. For this reason, painters in Amesbury are at present working only 8 hours, or 8½. They are paid on several different bases, — by the hour, by the week, by the piece, and a yearly salary, — so that it may be really said the average hours of work are taken into account.

In relation to the increase of wages, we would state that the carriage industry in Amesbury is essentially a wholesale line, — that is, we sell to carriage dealers, to be sold again at retail. We compete principally with the wholesale manufacturers of the central States, — that is, we ship our product to the same territory they do. We are handicapped by our geographical location, and none of these wholesale factories in the country works on any other than a 10-hour basis. So far as we can ascertain, the average rate of wages in Amesbury is much higher than in the other said wholesale factories of the country. We are aware that in several large cities the custom carriage builders and job shops are run at the union dictation and 9 hours a day to some considerable extent ; but this does not affect us, as we compete with the wholesale manufacturers.

A further reason why we cannot advance the pay is the very close margin upon which carriage manufacturing is done. The best advice on this subject leads us to believe that it is at the present time conducted upon a closer margin of profit than other industries of the same size. This applies particularly to the Amesbury industry. Certainly no large fortunes have been accumulated in Amesbury in the carriage business, as a perusal of the commercial reports will show you.

In addition to the above, we may say that almost without exception the carriage manufacturers of Amesbury have come from the forge or the bench, having been workmen themselves, and are

at the present time very close to their workmen, the partners of each firm conducting their own manufacturing without the intervention of agents or superintendents, except to a very limited extent. We believe, therefore, that the relinquishing of the management of our business to unions would be not only unnecessary, but that it would prove ruinous, as would the reduction of product and increase of wages.

We neglected to mention that one clause of their request was to the effect that they have time and a half pay for over-time work. This we consider is really absurd in connection with wholesale carriage manufacturing. It has no place or connection with our business, and shows on its face the hand of some one who is not familiar with the carriage manufacturing business.

Permit us to say we appreciate your kind interest, as expressed in your letter of the 16th; and, if approached by the agitators or promoters of this movement, you will be doing us and them a favor by advising them to withdraw. We are in a position where we cannot. We believe it is the honest opinion, if given, of 90 per cent. of the carriage workers of Amesbury, that they wish the movement had never been started; in fact, we believe this so strongly that we have full confidence that, even if the union here should order its members to strike, such a strike would not be effective, and we really doubt if they could be brought to vote for a strike.

We remain, yours very respectfully,

S. R. BAILEY & Co.

Under the circumstances there was very little to encourage mediation. Each party had taken a firm stand, and neither seemed inclined to accept any overtures, lest it might be deemed a sign of weakness.

On January 1 the strike occurred; 700 members or thereabouts quit work, enforcing the idleness of 100 other carriage workers not members of the union, and affecting indirectly carriage painters, trimmers and others, and even teamsters of that town.

On January 3 the following statement was issued by the Carriage Manufacturers' Association : —

In view of the misleading and inaccurate rumors that have been circulated in regard to the attitude taken by the carriage manufacturers on the present labor troubles, and for the purpose of clearing the situation, we, the undersigned manufacturers, make the following statement : —

Our decision that we cannot submit to the demands of the strikers is firmer than it has been at any time. We realize the unpleasant position in which those who are working at the present time are placed, and fully appreciate their loyalty. Under no circumstances will there be any issue from the present difficulty which will result in any disadvantage to them or others who may enter our employ in the mean time. Our stand is and shall be unalterable. We shall never submit to dictation in the management of our business, and will stand loyally by all those of our workmen who choose to remain at work.

SHIELDS CARRIAGE COMPANY,	F. S. MERRILL,
H. P. WELLS,	FOLGER & DRUMMOND,
T. W. LANE,	OSGOOD MORRILL,
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On January 5 the Board went to Amesbury and put itself into communication with the body of strikers, numbering from 700 to 800, and the association of 27 manufacturers. On the following day separate interviews were had, and efforts made to bring about a conference of

parties in the presence of the Board. By this time the men's demands, briefly stated by them, were: recognition of the union; 9-hour day, with 10 hours' pay; and in case of piece work 10 per cent. increase in wages. The strikers by this time were willing to confer; but the employers would not meet the committee under any auspices, lest they might thereby seem to be giving to the union an importance which they did not wish it to have.

The Board returned on the 9th, but was not able to bring the parties together in conference. On this day a notice was received from the selectmen, announcing the difficulty, and expressing a desire that the Board might take such action as would be thought best to effect an early settlement. At this time it was observed that, while there was not the least indication that the strike would develop any violence, the struggle promised to be a protracted one, since both parties to the controversy were determined not to yield. The number of employees idle appears in an official statement of the Carriage Workers' Union to be 753, including men, women and boys engaged in the various operations of carriage manufacture.

On January 9 the union issued the following statement:—

The striking employees of the manufacturers of Amesbury feel that their position in this fight up to the present time in their community has been on right lines of honor and integrity. So long as the situation remains in this condition, we have nothing to fear and everything to gain, which in the end will most certainly redound to the credit of the men and their officials; and we are fully confident that full and complete confidence is established more firmly than ever.

We are free to say that, if Judases have appeared among us, their influence has not been injurious to the community in which they remain. The history of the human race has proven that they

are never handed down as heroes, and as to the other class of heroes portrayed before the public, that is a matter we are not going to discuss at this time, only to say that we have nothing to fear from that class.

We now say to you that, so long as we continue to show to the public that we are honest and earnest in our endeavor to better our conditions, and to also put up an honorable course of action, we will have your full and complete confidence; and, thanking the public for the confidence it has manifested toward us, we hope to still grow in your confidence, and to win the fight on correct lines of action.

Towards the middle of the month strangers arrived in town and received employment in the various factories. Strikers marched in a body to the factory where they had been employed, and removed their tools peacefully. Manufacturers reported that in some cases contracts had been cancelled, and in other cases the time of performance had been extended. The following statement was issued by the union on January 12:—

We wish to say a few words to the public in relation to the excitement which occurred at the Boston & Maine station yesterday morning. The union was aware of the coming of the "strike breakers," and, wishing to derive as much pleasure as possible from the present condition we had planned a peaceable, good-natured reception for them. It was our intention to escort them in an orderly way to whatever place they wished to go. Unhappily, our very presence caused such a feeling of consternation on the part of the visitors and the manufacturers who were present that our plan was upset.

If the newcomers were acquainted with the English language, they would have had no cause for alarm; and if the manufacturers who were present had not been haunted by the mental hobgoblin which in their minds personifies the Carriage Makers' Union, if they but stopped to reflect on the character of their striking

employees, they would have seen the humorous side of the situation. But then a guilty conscience needs no accuser.

In regard to violence and the need of extra police, we defy them to point to a single act on the part of union men since the strike began. There were two slight acts of violence at the depot, and both were committed by manufacturers, and were not resented.

We are at a loss to understand the estimate placed upon us by our former employers. Do they consider us such poor mechanics that our places can be filled by the class of help they have been bringing here? Or do they think us so lacking in intelligence that we can be stampeded from our principles by the presence of a few gangs of Armenians? Or do they still think they can get skilled help from other places?

It seems to us that their efforts in each of these directions have been signal failures, and we are patient and determined in awaiting the time when they will see the wisdom of dealing with us as reasonable men.

A meeting of non-union men who had not taken part in the strike was set on foot by the striking members of the union, which proved to be an informal meeting of citizens, at which many interests were represented, the object of it being to bring about a meeting between the strikers and the manufacturers. A committee of one from each shop was appointed to wait upon his employer, and endeavor to bring about the desired meeting between the manufacturers and the strikers. The Carriage Manufacturers' Club, on learning of the new movement, held a meeting, to which they invited the 28 representatives of the non-union workers. There was a large attendance, and the whole difficulty was discussed. At the close of the meeting the following vote was passed:—

That the executive committee of the Carriage Manufacturers' Club fully appreciate the efforts of the committee of non-union

workers in attempting to suggest some method of settling the present labor trouble. They are of the opinion, however, that the only way it can be settled is for the striking workmen to apply for their former positions, which they have been at liberty to do since the strike commenced.

No further effort in this direction, however, was made. On January 17 the manufacturers had, according to an estimate made by the strikers, 160 hands at work in the shop, and on that evening the following appeal was issued to the non-union men:—

We, the members of Local 27, Carriage and Wagon Workers' Union, would request you to give the state of affairs which now exist in Amesbury your careful consideration.

Do you think you are fulfilling your duty as a fellow worker and shop mate by remaining at work while we are working to better your condition and our own? Don't you think that by remaining at work you are assisting manufacturers who have refused to listen to all reason, that would bring about a state of affairs that would be un-American for your children to exist under, by the importation of such labor as has been brought here of late?

Don't you recognize that you are being used by the manufacturers to defeat your fellow workmen now out on strike for better conditions and shorter hours, which you would reap the benefits of if successful? And, if not successful, you would be the means of establishing the same state of affairs that now exists on River Street in the city of Haverhill, which no American citizen can compete with?

Don't you recognize that when the manufacturers have used you to defeat the objects of your fellow workmen they will then in turn use these importations to drive you to the same level?

You must realize the fact, notwithstanding all that has been said, that we are still masters of the situation, and intend to maintain it, and by the stand you have taken, you prolong the struggle.

We request of you to reflect upon the situation, and ask yourself what are your duties in this present struggle, — whether on the side of the manufacturers, or the success of your fellow workmen.

Toward the end of the month bills of equity were filed by twelve manufacturers against members of the union for injunctions to restrain them from visiting the factories, stopping the employees or inducing them to leave, from picketing and other acts tending to obstruct business.

On January 23 there was a breach of peace between carriage workers and non-union men. This was the first indication of violence. The pickets were at once withdrawn, but there was no immediate rush of workmen to the factories. In the first week of February a canvass was made by the Amesbury manufacturers, and 420 were reported working for the members of the Amesbury Carriage Club, exclusive of office help. The union, however, claimed, from actual count of the persons approaching the different factories from all points, that no more than 228 could be reckoned as employed in the carriage factories.

At the end of two months there was no change in the attitude of the parties, but no agreement was reached.

The men now insisted, in addition to the other demands, that all men out on the strike should be reinstated without discrimination because of any activity in the business of the union; that all new hands hired to take the strikers' places should be discharged; and that disputes or differences should be settled by negotiation through a joint committee. The manufacturers refused to entertain the new propositions. By this time the season had advanced so far that they had no desire to produce more than they could with the present working force. Any work begun now could not be finished in time for this spring's trade, and would have to be kept in stock too long to be profitable. They expressed their superiority

in the contest, notwithstanding the fact that the strike had destroyed the year's business, and their determination not to discharge any man employed at a time when they greatly needed help.

On March 16 the Board went again to Amesbury, and directed its efforts to interviews with certain prominent manufacturers who were said to be favorable to a settlement. On the following day interviews were had with the workmen also. After some mediation the parties came together in the presence of the Board, and discussed the question how best to settle the present difficulty; but no agreement was reached, and the conference was adjourned without naming a day. Immediately after this the strike began to dissolve. On the 23d the difficulty came to an end, though not in the usual way, for the Carriage and Wagon Makers' Union, Local 27, voted to continue the strike indefinitely, but to sanction the return to work of any who had a wish to do so.

The following statement was issued by the union on April 1:—

We wish at this time to make a detailed explanation of our position in regard to the strike situation as it has existed in the town since the first of January. The workmen, after careful consideration and study for years, came to the conclusion that the time was ripe to ask for a 9-hour day; and consequently presented a request to that end, which the manufacturers refused to grant, and their reasons they withheld from the workmen generally. They did approach certain employees and discussed the subject; but, had they acted in a like manner with all of their employees concerned, the existing difficulty would have been avoided. Their intentions may have been in good faith, but the men with whom they conversed could not act for the others in or out of an organization, as all of the men felt as deeply interested that all should receive the same recognition, either individually or collectively.

At the present state of affairs it does not seem advisable to discuss the merits of the question at any great length; that could have and should have been done before the men quit work. But it does not seem wise to pass this portion of the question by without some brief remarks. It has been said by many of the manufacturers that the men acted hastily and under the guidance of imported agitators, who caused them to become of such a state of mind as to act without reason. But it does seem beyond reason to imagine any man, of whatever magnitude and hypnotic influence, to restrain for three months over 600 men from doing what they would choose to do by their own dictations. We wish to state now that the men are now and always have been supreme, and what has or may be done must be charged to them alone. In regard to the effect it will have on business, from a financial standpoint, we believe that the loss would not be so great as pictured, and that the prevailing conditions warranted the request, as we believe that the men could do nearly as much work in 9 hours as they were doing in 10; and that this would be accomplished by a concentrated effort on the part of the men, and the adoption of the system whereby each man would bear his proportionate share of the work, which we contend has not been the case in the past. All the minor matters which have arisen since the 1st of January could readily be adjusted to the satisfaction of all concerned. We fully realize the position the manufacturers are in and the obligations they are under in every way, and if they had made any exertion in the direction of a settlement, they would have received the same honest treatment which we expected for ourselves.

It has been said that a number of the manufacturers met a delegation from the union with the intention of settling the affair, but the men were so radical and unreasonable that they had to abandon the undertaking. The fact of the matter was, that the men of both sides who met had that object in view, but that the meetings were informal, and that they could not act in an official capacity, but they were there to see how each other was disposed in the matter. The meetings were harmonious in every respect. The first one was consumed mostly in renewing of the friendly feeling that also existed between them; in the second one the situation was discussed in a general way, without any advantage to either side; and by the time the conversation reached the point at issue (the reparation of the difference existing between both parties), it had

got past 12 o'clock, and that brought it into Sunday morning, so everybody thought it best to adjourn. Subsequent events prevented them from meeting again, as the manufacturers took it for granted, from what had transpired, that the men would return to work without any concession on their part.

Manufacturers openly acknowledged in those meetings that their business was suffering because of the men refusing to work, and that certain portions of the men were not getting what they deserved, and that the 9-hour day was not a dream, but the asking was a little premature. There has also been considerable talk in regard to the proposition which was presented to the manufacturers recently at their request. In that proposition we asked for things as we would like to have them, although we did not feel for a minute that we would get them. What you would like to have and what you get, what you would want and what you would take, are generally two different things.

We presented in that proposition what we would like to have, thinking they would be as courteous, and present us with one such as they would like to have. We would then know the desires of each other and the extent of the differences between us, which would serve as a basis that might bring about a mutual agreement.

All this talk about recognition of the union and the dictation of the men in regard to the conducting of business, and the infringing on the personal liberties of those who may be of a different mind, is all imagination, as the men are just the same men as they were before the first of January. If there was no fear of these then, why should there be now? The fact of men joining an organization does not bring about any transformation, and if they were good men once, they are good men now.

Notwithstanding the action the men took yesterday, the differences still exist, and will continue to exist until the men receive the proper consideration due them.

The fact that circumstances force them to work does not change their minds in regard to the justification of their request, and we contend that it would be wisest to settle this affair even now than to let it run into the future, as there will have to be something done to remove the feeling of discontent before the men can put forth their best efforts. As no man can work with satisfaction

against a rebellious nature, and as we have considered all of these things from the beginning, there is reason for our seeming over-willingness for a mutual adjustment.

We make these statements at this time for the benefit of the public generally, to have them fully understand our position from the commencement, as it has been our intention at the proper time to make a report to the community of which we are a part.

We felt it our duty for its welfare not to refrain from working any longer, as the effect of this affair has been and will be felt by others than members of our organization, and we want the responsibility to rest where it rightfully belongs.

There may be some doubting ones in regard to these statements; if so, we would refer them to the State Board of Arbitration for verification.

We feel that they will learn that our disposition from the beginning was the same as it is now, — for an equitable adjustment of the existing differences.

EXECUTIVE COMMITTEE, CARRIAGE AND WAGON MAKERS' UNION.

The strike still remains officially, while most of the strikers are at work at their customary occupations. It was explained that this permitted some who might not be able to secure work to obtain strike benefits from the national body of the carriage workers. It is said, also, that out of the 800 who engaged in the difficulty only 400 remained in town. The strike lasted thirteen weeks. Neither party had swerved from its first attitude.

**HATHAWAY, SOULE & HARRINGTON—NEW
BEDFORD.**

On December 29, 1902, an application was received from William J. Jackman, representing lasters employed by Hathaway, Soule & Harrington of New Bedford, alleging as a grievance that the "employer refuses to pay the

price recommended in your decision of December 3, 1902, for the item, flat leather box, $\frac{1}{4}$ cent to puller." The Board made careful inquiry as to whether any conference had been had with the employer on the subject, and it appeared that there had been. The Board advised a renewal of the attempt to adjust the matter privately, and heard from time to time of the progress of the negotiations. Finally, in March, some time after the fact, word was received that the controversy had been settled in a conference between representatives of the parties. The application was accordingly placed on file.

CARPENTERS — BOSTON; BOSTON BUILDERS' EXCHANGE OF ROXBURY AND EAST BOSTON BUILDERS.

The movement of journeymen carpenters of 1902 was continued during the early part of 1903.

The workmen are of two organizations; some meet in "branches" of the Amalgamated Society of Carpenters and Joiners of Great Britain, and the others in "local unions" of the United Brotherhood of Carpenters and Joiners of America. It is well known that these organizations have exhibited a mutual repugnance in other quarters. In Massachusetts, however, under the influence of the law of conciliation, they have ever acted in harmony. In 1902 they jointly requested the Board to bring about a conference between them and the employers.

The employers were variously grouped, some carpenter builders being connected with the Master Builders' Association and others with the Contractors and Builders'

Association, between which there was no organic connection. There were, besides these, two local or suburban associations of carpenter builders, and several large construction companies not connected with any association or with one another.

Notwithstanding the difficulty of obtaining a collective response to the workmen's demand, the danger of a strike and the disaster that would arise therefrom prompted the Board to strenuous efforts, which resulted in agreements on July 8 and October 22, 1902, both of which are reported in the seventeenth annual report of this Board.

There still remained the larger construction companies and some carpenter builders who were members of local associations of employers.

During the month of January, 1903, the Board had frequent conferences with Messrs. Rutan and McGaw, representing a committee of employers known as the Parker House committee, with a view to extending the agreement arrived at in the preceding May into all quarters of the craft. Finally, that committee, its labors ended, expressing the opinion that the workmen would encounter no difficulty in obtaining the signatures of such employers as had not already joined, adjourned without naming a day. The Board, sharing in this opinion, transmitted it to the workmen's agents, and advised them to furnish copies of the agreement to the employers and groups of employers with whom they desired similar relations, saying, further, that in case of difficulty the Board was always ready to assist both parties. Subsequently the journeymen reported that agreements satisfactory to both sides had been made with George A. Fuller Com-

pany, H. P. Cummings Company, Boston Construction Company, Commonwealth Construction Company, Whidden & Co., W. L. Morrison Company, Incorporated, Thompson-Starrett Company, C. I. Mabie & Co., Clark Construction Company, Morrill & Whiton Construction Company, Horton & Hemenway, Fred Warren, G. H. Cutting & Co., Joseph Nicholson & Son, Goodwin & Wester Company, Wheaton Building Lumber Company. There remained two local associations of employers and others who were disposed to act independently.

On the 30th of April the following agreement was reached between the Boston Builders' Exchange of Roxbury, representing 82 carpenter builders, for the most part located in the southern suburbs of the city, and the United Carpenters' Council of Boston and vicinity, a delegate body through which the Amalgamated Society and the United Brotherhood acted in conjunction:—

Agreement between the BOSTON BUILDERS' EXCHANGE OF ROXBURY, a voluntary association, having a usual place of business in Boston, in the county of Suffolk and Commonwealth of Massachusetts, party of the first part, and the UNITED CARPENTERS' COUNCIL OF THE CITY OF BOSTON, a voluntary association, composed of and representing the following organizations: Local Unions 33, 954, 1096, 1410, 1424, 1563 of Boston, 218 of East Boston, 67 of Roxbury, 386 of Dorchester, 959 of Mattapan, 938 of West Roxbury, 438 of Brookline, 625 of Malden, 629 of Somerville, 889 of Allston, 802 of Hyde Park, 443 of Chelsea, 441 of Cambridge, 708 of Everett, 846 of Revere, 821 of Winthrop, 1197 of Saugus, affiliated with United Brotherhood of Carpenters and Joiners of America; Branch 1 of Boston, Branch 2 of Boston, Branch 3 of Roxbury, Branch 4 of South Boston, Branch 1 of Cambridge, Branch 1 of Chelsea, affiliated with Amalgamated Carpenters of Great Britain, having its usual place of business in said Boston, party of the second part, —

Witnesseth, That, for the purpose of establishing a method of

peacefully settling all questions of mutual concern, the said Master Carpenters' Association of the City of Boston and United Carpenters' Council of the City of Boston, parties of the first and second parts, severally and jointly agree that no such question shall be conclusively acted upon by either body independently, but shall be referred for settlement to a joint committee, which committee shall consist of an equal number of representatives from each association; *and also agree that all such questions shall be settled by our own trade, without intervention of any other trade whatsoever.*

The parties hereto agree to abide by the findings of this committee on all matters of mutual concern referred to it by either party. It is understood and agreed by both parties that in no event shall strikes and lockouts be permitted, but all differences shall be submitted to the joint committee, and work shall proceed without stoppage or embarrassment.

In carrying out this agreement the parties hereto agree to sustain the principle that absolute personal independence of the individual to work or not to work, to employ or not to employ, is fundamental, and should never be questioned or assailed; for upon that independence the security of our whole social fabric and business prosperity rests, and employers and workmen should be equally interested in its defence and preservation.

The parties hereto also agree that they will make recognition of this joint agreement a part of the organic law of their respective associations, by incorporating with their respective constitutions or by-laws the following clauses: —

A. All members of this association do, by virtue of their membership, recognize and assent to the establishment of a joint committee of arbitration (under a regular form of agreement and governing rules), by and between this body and the United Carpenters' Council of Boston and Vicinity, for the peaceful settlement of all matters of mutual concern to the two bodies and the members thereof.

B. This organization shall elect at its annual meeting five delegates to the said joint committee, of which the president of this association shall be one, officially notifying within three days thereafter the said United Carpenters' Council of Boston and Vicinity of the said action and of the names of the delegates elected.

C. The duty of the delegates thus elected shall be to attend all meetings of the said joint committee, and they must be governed in this action by the rules jointly adopted by this association and the said United Carpenters' Council of Boston and Vicinity.

D. No amendments shall be made to these special clauses, A, B, C and D of these by-laws, except by concurrent vote of this association with the said United Carpenters' Council of Boston and Vicinity, and only after six months' notice of proposal to so amend.

The joint committee above referred to is hereby created and established, and the following rules adopted for its guidance: —

1. This committee shall consist of not less than six members, equally divided between the associations represented. The members of the committee shall be elected annually by their respective associations at their regular meetings for the election of officers. An umpire shall be chosen by the committee at their annual meeting, *as the first item of business after organization*. This umpire must be neither a workman nor an employer of workmen. He shall not serve unless his presence is made necessary by failure of the committee to agree. In such cases he shall act as presiding officer at all meetings and have the casting vote, as provided in Rule 7.

2. The duty of this committee shall be to consider such matters of mutual interest and concern to the employers and the workmen as may be regularly referred to it by either of the parties to this agreement, transmitting its conclusions thereon to each association for its government.

3. A regular annual meeting of the committee shall be held during the month of January, at which meeting the special business shall be the establishment of "Working Rules" for the ensuing year; these rules to guide and govern employers and workmen, and to comprehend such particulars as rate of wages per hour, number of hours to be worked, payment for over-time, payment for Sunday work, government of apprentices, and similar questions of joint concern.

4. Special meetings shall be held when either of the parties hereto desire to submit any question to the committee for settlement.

5. For the proper conduct of business, a chairman shall be chosen at each meeting, but he shall preside only for the meeting at which he is so chosen. The duty of the chairman shall be that usually incumbent on a presiding officer.

6. A clerk shall be chosen at the annual meeting, to serve during the year. His duty shall be to call all regular meetings, and to call special meetings when officially requested so to do by either body party hereto. He shall keep true and accurate record of the meetings, transmit all findings to the associations interested, and attend to the usual duties of the office.

7. A majority vote shall decide all questions. In case of the absence of any member, the president of the association by which he was appointed shall have the right to appoint a substitute in his place. The umpire shall have casting vote in case of tie.

In witness whereof, The parties hereto, duly authorized by their respective constituent associations, have caused these presents to be subscribed, and their respective seals to be affixed, by officials hereunto and specially authorized and empowered, this thirtieth day of April, A.D. 1903.

THE BOSTON BUILDERS' EXCHANGE OF ROXBURY.

W. BALLENTYNE, *President*.

L. C. CREBER, *Secretary*.

UNITED CARPENTERS' COUNCIL OF THE CITY OF BOSTON AND VICINITY.

JOHN CUSSACK, *President*.

M. J. McLEOD, *Secretary*.

WORKING RULES FOR THE TERM ENDING MAY 1, 1904.

DECLARATION OF PRINCIPLES.

In carrying out this agreement, the parties hereto agree to sustain the principle that absolute personal independence of the individual to work or not to work, to employ or not to employ, is fundamental, and should never be questioned or assailed; for upon that independence the security of our whole social fabric and business prosperity rests, and employers and workmen should be equally interested in its defence and preservation. And, inasmuch as the United Carpenters' Council is now being recognized as a proper body to co-operate with in settling all matters of mutual

concern between employers and workmen in this trade, it shall be understood that the policy of the Master Carpenters' Association shall be to assist the said council and its constituent unions to make their bodies as thoroughly representative as possible.

WORKING RULES.

1. *Hours of Labor.* — From May 1, 1903, to May 1, 1904, not more than 8 hours labor shall be required in the limits of the day, except it be as over-time, with payment for same as herein provided, except in shops where the time shall be nine hours.

2. *Working Hours.* — The working hours to be from 8 A.M. to 12 M., and from 1 P.M. to 5 P.M., with one hour for dinner, during the months of February, March, April, May, June, July, August, September, October. During the months of November, December and January each employer and his employees shall be free to decide as to the hours of beginning and quitting work, always with the understanding that not more than 8 hours shall be required, except as over-time as herein provided for.

3. *Night Work.* — Eight hours to constitute a night's labor. When two gangs are employed, working hours to be from 8 P.M. to 12 M., and from 1 A.M. to 5 A.M.

4. *Over-time.* — Over-time to be paid for as time and one-half.

5. *Double Time.* — Work done on Sundays, Fourth of July, Labor Day, Thanksgiving and Christmas days, to be paid for as double time.

6. *Wages.* — From this date of agreement to May 1, 1903, the minimum rate of wages to be 35 cents per hour; from May 1, 1903, to May 1, 1904, the minimum rate of wages to be 37½ cents per hour.

7. *Pay Day.* — Wages are to be paid weekly, at or before 5 P.M. of the established pay day of each employer.

8. *Waiting Time.* — If any workman is *discharged*, he shall be entitled to receive his wages at once; and, failing to so receive them, he shall be entitled to payment at regular rate of wages for every working hour of waiting time which he may suffer by default of the employer. If any workman is *laid off* on account of *unfavorable weather*, he shall not be entitled to waiting time. If any workman is *laid off* on account of *lack of materials*, he shall be entitled to receive pay for every working hour, at the regular rate of

wages, until notified that work must be temporarily suspended; and in that event he shall be entitled, on demand, to receive his wages at once, the same as in case of discharge. Should an office order be issued to a workman in payment of his wages, the workman shall be entitled to additional time sufficient to enable him to reach the office to receive payment.

9. *Business Agent.*—The business agent of the Carpenters' Union shall be allowed to visit all jobs during working hours to interview the steward of the job, and for this purpose only. Nothing in this rule shall be construed as giving such agents any authority to issue orders controlling the work of workmen, or to interfere with the conduct of the work, and any infringement of this rule shall make the agent so infringing liable to discipline, after investigation.

The question of shop work being of vital importance to mill men in Boston and vicinity, thorough consideration will be given to this subject during the year, to the end that comprehensive action may be taken to equalize conditions.

10. No journeyman carpenter of the organization shall be allowed to work for any other than a recognized builder, unless he receives \$4 per day, and that only in cases of extraordinary emergency.

W. CURLEY,

F. CREBER,

ALEXANDER CHISHOLM,

MICHAEL MCPHERSON,

W. BALLENTYNE, *President,*

L. C. CREBER, *Secretary,*
Committee representing Boston

Builders' Exchange of Roxbury.

WM. J. SHIELDS,

CHARLES A. McDONALD,

JOHN CUSSACK,

JOHN F. MEDLAND,

JOHN E. POTTS,

Committee representing
Carpenters' Council.

The East Boston builders together with the master carpenters of the northern suburbs have an association somewhat like that in the southern suburbs. When the demand was made upon them, the carpenters' agent received for answer an assurance that the members desired to pledge their word to comply with all the terms of the agreement effected in Roxbury, but without signing papers. A similar assurance was received from all the leading

master builders not members of any association. These responses were satisfactory to the workmen. Industrial peace was established in the craft of carpentry. No serious controversy has since arisen. A slight difficulty, however, arose at the end of the year, as may be found in the next statement following.

C. H. BELLEDEU—BOSTON.

C. H. Belledeu, although not a signer of any agreement, was one who accepted the union wage and other conditions set forth in the foregoing agreements. Some time in the latter half of the season, when there was a slight depression in the business, it was alleged that this employer began to pay from \$2 to \$2.70 on a suburban job, while paying \$3, the union wages for the established day, in Boston; and, moreover, it was complained that the underpaid suburban workmen had to come to Boston to get their wages. On January 11, 3 men under direction of the union quit work and withdrew from his employ, and subsequently a foreman, also member of the union, quit work. No demands were ever made, for the reason that Mr. Belledeu refused to meet the union men. Recently, however, while writing this report, both parties, having been brought together by the Board, effected an agreement, which was duly signed.

BUILDING TRADES—BOSTON.

At the beginning of the year there was an effort made by the agents of the local unions composing the Building Trades Council to secure an agreement from Norcross

Brothers Company, engaged in the erection of the State Mutual Life Insurance Building in Boston, that sub-contractors should employ none but union men. The difficulty arose out of the employment of a non-union teamster by P. O'Riorden & Son, who were hauling sand for plastering for a sub-contractor.

By April 10 the plasterers, plasterer tenders, lathers, plumbers, elevator contractors, steam feeders, steam feeder helpers, electricians, structural iron workers, and their teamsters, were out on strike. The masons and carpenters in the direct employ of Norcross Brothers Company, although union men, did not participate in the strike, being under agreement to submit all controversies to arbitration. The mediation of the Board was offered to the employees and taken under consideration, but private negotiations rendered the good offices of the Board unnecessary, and an agreement was reached in a few days.

THOMAS G. PLANT COMPANY.

On January 3 there was a short strike of about 60 vamps, mostly women in the employ of Thomas G. Plant Company, shoe manufacturer of Roxbury, and on the 8th the strike was renewed.

For the past two years the employees of this factory had been engaged under an agreement in terms as follows:—

In order to prevent, as far as possible, the happening of misunderstandings between employer and employees in the business of the Thomas G. Plant Company, and to arrange for a fair settlement of questions that may from time to time arise, it is mutually agreed between the Thomas G. Plant Company and each of its employees as follows:—

1. It is the right of every employee to bring his grievances to his employer at the proper time and in a proper manner, and to fully state his reasons for them. The fact that he does so shall not be in any manner prejudicial to him.

2. Any grievance affecting three or more employees of the Thomas G. Plant Company, and not satisfactorily adjusted with the head foreman of the department in which they work, shall, upon request of any three of the employees affected, be brought before the superintendent.

3. In case they are not able to settle the matter after an honest endeavor to do so, it shall be referred to the manager or officer of the company.

4. In case the company and its employees are unable thus to effect an amicable settlement, both parties to the difference shall sign an application to the State Board of Conciliation and Arbitration to make a decision, and this decision shall be accepted as final and binding on both parties to this agreement.

5. When an agreement is about to be presented, or pending settlement of any grievance, we and each of us agree that there will be no strike or lockout, and the employees will continue to fill their positions as if said grievance did not exist.

6. Should three or more employees cease work with the evident intention of enforcing any demand, then said employees shall not be considered employees of the Thomas G. Plant Company, and will not be again employed by said company.

7. Subject to the provisions of section 5, the company reserves the right to hire and discharge any one at any time.

On receipt of notice from the employer, the Board investigated the difficulty on the 9th.

The Board met the strikers in that part of the factory set aside for gymnasium purposes, and ascertained their attitude. It appeared that the workwomen had forgotten that they had signed the foregoing agreement, but argued, nevertheless, that they had not violated it, since the acts which were deemed a strike had in reality been done by request of the foreman. There had been frequent chang-

ing in some of the accessory parts of their sewing machines, such as the substitution of two needles for one, etc. The operatives were not always able, they said, to adjust the machines to changes of spools, to finer or to coarser threads, involving also the use of under threads of different weights; and, when a machinist was called upon to do the work, the operative was forced to remain idle, and such loss of time greatly diminished their earnings. Moreover, there had been a series of cut-downs in wages for several years, almost always without notice, and sometimes as many as two weeks might elapse before it was known that the wages had been diminished. The difficulty in this instance was aggravated by the fact that many of the workwomen did not know that their wages had been diminished, and some had been informed that the wages were to remain the same. Three days after the reduction went into effect most of them learned it for the first time; whereupon, without consultation and of their individual volition, they simultaneously ceased working, saying that they could not live on such wages. The superintendent fearing that the cessation of work might become infectious, the foreman requested them to leave the room, which they did, and their obedience in this respect was deemed a strike.

It appeared, from the employer's statement, that he had substituted one-needle stitching, with a heavier thread and a heavier under thread, for the two-needle stitching, for the purpose of ascertaining whether a certain defect had been caused through a weakening of the leather by too many needle punctures. Single-needle stitching is not worth so much, and, as this is a thing which he had not

done for a long period, it would be necessary to review the prices of former years to find one that would be approximately correct, and so he established a temporary price, intending to settle later on a fairer price. The opportunity to return to his employ would last no longer than the present day, and he would immediately seek help wherever he might obtain it.

The Board advised the employees to return at the temporary wage, and transmitted to them the assurance that a better wage would be paid from the time when the temporary wage began, as soon as the permanent wage could be determined. It was intimated to them, also, that it was necessary for them to return without delay, or incur the danger of permanent discharge. The suggestion of returning to work was promptly rejected. The Board then sent for Mr. Plant, who soon arrived, addressed the strikers at considerable length, and confirmed all that the Board had said. The workwomen expressed their satisfaction at the attention which Mr. Plant had given, saying that it was their first difficulty for a long period. A better understanding thenceforth existed on both sides, and promises to remedy grievances were exchanged between employer and employed. The transmission of orders from the management to the work people was to be more prompt and regular, and everything in the nature of discourtesy was to be forbidden. A permanent adjustment was to take place on January 15. A vote was thereupon taken upon the question of returning to work, and it was unanimously decided to do so. There has been no further trouble.

GEORGE T. McLAUTHLIN COMPANY—BOSTON.

On January 5 the Board investigated a difficulty in the machine shop of George T. McLauthlin Company at Boston. It appeared that only a portion of the machinists struck,—about 20 out of 100; and, according to the employer's statement, the only reason for the strike that he knew of was his refusal of their demands that two discharged men be reinstated and a certain foreman discharged. The foreman, however, was an efficient man, and the other two men had been discharged for sufficient cause.

According to the employer, there were good reasons for refusing these demands; moreover, there was an agreement that differences which could not be mutually adjusted should be referred to a private arbitration board of five. No such reference was made, and that was a clear violation of the agreement existing between employer and employed in that shop. The employees, on the other hand, denied that they were living under such an agreement, and challenged the exhibition of such a paper signed by them or their representatives. It appeared, on further investigation, that the settlement of a former difficulty in 1901—when the workmen by a short strike had secured a change from a 10-hour to a 9-hour day—was what was known as the “agreement.” The men's committee at that time heard the terms read and accepted them, and the employer claimed that since then to accept employment from the George T. McLauthlin Company was in itself an acquiescence in those conditions.

The following is the agreement:—

AGREEMENT BETWEEN GEO. T. McLAUTHLIN COMPANY AND THE
WORKMEN IN THEIR EMPLOY.

All men in the employ of the Geo. T. McLaughlin Company, by accepting and continuing such employment, assent to this agreement:—

1. *Hours.*—Fifty-four hours shall constitute a week's work; the hours to be divided as will best suit the convenience of the company.

2. *Over-time.*—All over-time up to 12 o'clock midnight shall be paid for at the rate of one and one-half time; after midnight, on legal holidays and on Sundays pay shall be at the rate of double time. All over-time on shop repairs shall be paid for at the rate of one and one-half time.

When in emergencies it is necessary, on contract work which has been figured to be done in regular time and which has been for any reason delayed, and the company is required to perform over-time work on it without extra compensation, such over-time is to be paid for at the rate of one and one-half time; but there is nothing herein to prevent other special arrangements which may be made between the company and any of its workmen.

3. *Night Gangs.*—All workmen employed on night gangs or shifts will receive time and over-time corresponding in proportion and amount with the above.

4. *General.*—Each workman may belong to a trade union or not, as he personally sees fit; and every workman shall work peaceably and harmoniously with all his fellow employees, whether he or they belong to a trade union or not.

Should any question arise between the company and its workmen, the workmen are to present the matter in a complete and detailed manner to the company, and every reasonable effort shall be made by the company and its workmen to effect a satisfactory adjustment of the matter. If the case cannot be settled between the company and its workmen, it shall be referred by the workmen to such representative as they may select, who shall by all means in his power endeavor to adjust the difficulty to the satisfaction of both parties.

If no satisfactory settlement can be agreed upon, then either party, the company or its workmen, shall have the right to call a meeting of the company and its workmen or their representatives.

Should this meeting fail to secure adjustment of the matter, it shall then be referred to a board of arbitration, consisting of five persons, to be selected as follows: two by the company, two by the workmen, and the four to choose a fifth arbiter; and the decision reached by this board is to be final as regards the point at issue, and binding on the company and its workmen.

Further inquiry revealed that the controversy was not such as is contemplated in the labor law: for (1) the company experienced no difficulty; (2) it was not a controversy between employer and employed, so much as a disagreement between rival organizations of labor in the same craft, one of which is American and the other having its headquarters elsewhere; and (3) a delegate body, the Boston Central Labor Union, in which both wings of the craft were represented, was endeavoring to compose their dispute. The Board accordingly withdrew its mediation. The matter soon passed from public notice.

**WALTER H. TUTTLE, THOMAS CORCORAN & SONS,
WALTON & LOGAN COMPANY, HARNEY BROTHERS,
WATSON SHOE COMPANY, GEORGE E. NICHOLSON
COMPANY, D. A. DONOVAN & CO., ARTHUR E.
GLOYD, GEORGE W. HERRICK & CO., MORSE &
LOGAN—LYNN, MASS.**

On January 12, prices for cutting in the Lynn shoe factories of Walter H. Tuttle and Thomas Corcoran & Sons were submitted on joint petitions respectively signed by them and in both cases by Harlan P. Chesley for the workmen.

Since March 31, 1900, an agreement had existed between the Boot and Shoe Workers' Union and Cutters' Assembly No. 3662, Knights of Labor. These organiza-

tions, having no connection, endeavored to provide for harmonious relations by a code of rules.

Before proceeding to a hearing on the petitions, a strike resulted from a disagreement of the two organizations of workmen concerning the rules. It began at the Tuttle factory and extended to those of Thomas Corcoran & Sons, Walton & Logan Company, Harney Brothers, Watson Shoe Company, George E. Nicholson Company, D. A. Donovan & Co., Arthur E. Gloyd, George W. Herrick & Co. and Morse & Logan. A controversy such as this, between two labor organizations and not between employers and employees, is not contemplated by the statute, which, moreover, expressly excludes any which may be the subject of a suit in equity. The strike lasted for months, and suits in equity were brought by the manufacturers. The Board, however, was watchful for any opportunity to exert its pacific influence.

On July 29, on request of the parties to the Tuttle and Corcoran controversies, the applications were dismissed.

BENJAMIN H. NEWHALL—LYNN.

On January 7 a petition was received from Benjamin H. Newhall, shoe manufacturer of Lynn, saying that a controversy had arisen in his cutting department, and praying the Board to act as mediator in composing the difficulty. The Board promptly interposed, and after separate interviews on the 8th arranged for a conference on the following day. The parties met as advised in a spirit of conciliation, and concluded an agreement that was mutually satisfactory, and there has been no recurrence of the difficulty.

LYMAN MILLS—HOLYOKE.

A controversy in the Lyman Mills at Holyoke, running through the greater part of the year 1902, was brought over into 1903 without any hope of employer and employed resuming their harmonious relations. The attention of the Board was revived on January 26, 1903, by Mr. Samuel Ross, who announced that the representatives of the locked-out mule spinners were ready to negotiate a settlement, if the Board could bring about a conference of the parties for such a purpose. Several interviews were had with the treasurer of the Lyman Mills at his office in Boston, and an appointment for an interview with the labor representatives was made and reported to Mr. Samuel Ross.

On January 29 Mr. Ross called, and announced that, through the Board's mediation, the conference had been secured, and a settlement was reached that was entirely satisfactory to both parties, in view of all the circumstances. Nothing further was heard of the difficulty.

NEW YORK CENTRAL RAILROAD—SPRINGFIELD.

On January 28 there was a strike of boiler makers and helpers, numbering 50, in the West Springfield shop of the Boston & Albany division of the New York Central Railroad. The difficulty arose out of the employment of help obnoxious to the union. It appeared that a man named Noonan, formerly of New York, had some four months previously been taken into the employ of the railroad, and in the week preceding the difficulty had induced two other men from New York to enter the

service of the railroad as boiler makers. It was at first alleged that these three men were not members of the union; but subsequently it was stated that they were members who had become delinquent in the payment of their dues. The Board interposed with an offer of services, intending to bring about a conference, when it was learned that negotiations had already begun, that the two newcomers from New York had made their peace with the union, and that the standing of Mr. Noonan as a union man was to be referred to the general president of the boiler makers' union, pending which decision he was to be found such work as would not bring him in contact with union boiler makers. The agreement was reached on January 29, and on the following day, January 30, the men returned to work.

T. D. BARRY & CO.—BROCKTON.

On January 29 a joint application was received from T. D. Barry & Co., shoe manufacturers of Brockton, and John Crawford, representing employees in their lasting department, announcing a difference in opinion as to a fair price to be paid for pulling-over and operating from shoes made from patent chrome side leather. The lasters requested 5 cents a pair for pulling-over and $2\frac{1}{8}$ cents for operating; the firm requested no change from existing prices, viz., 4 cents for pulling-over and $1\frac{7}{8}$ cents for operating. The matter was taken under consideration and a hearing appointed, but before proceeding further, information was received that the parties no longer desired a decision of the controversy as submitted, for a larger dis-

pute had arisen, and it was deemed best to include all the items in a new petition. Accordingly, the application was placed on file.

BOOTT COTTON MILLS—LOWELL.

A strike of 15 weavers having occurred in the Boott Cotton Mills at Lowell, the Board called upon the management with an offer of mediation on January 30, and learned that the strikers' places had been filled. Whatever the grievance was, was not clearly understood, but it was believed to have arisen on account of change in the work. No complaint had ever been made to the management, and the strikers had merely ceased working without affording any opportunity to hear their case fully. The Board desisted from any further action, and nothing more was heard of the difficulty.

GEORGE LAWLEY & SON CORPORATION—BOSTON.

On the 1st of February 55 boiler makers and builders of iron ships went out on strike in the yard of George Lawley & Son Corporation at South Boston, in opposition to the employment of machinists for work which the boiler makers' union deemed to be the exclusive right of its own craft. The Board, on learning of the difficulty, undertook to bring about a conference of parties; but it appeared that negotiations had already begun. In a short time a settlement was reached which appeared to be satisfactory to all concerned. There has been no recurrence of the trouble.

ROCKWELL & CHURCHILL—BOSTON.

On February 2 an oral application for the services of the Board was received from Mr. Henry McMahon of the Typographical Union. A difficulty had arisen from the threatened discharge of a printer, and was growing more acute. A conference was forthwith arranged between a member of the firm and the representative of the union, and the matter was discussed; but the meeting dissolved without reaching any conclusion.

On February 3 separate interviews were had with the parties, but no definite progress to a settlement was made. Neither party had proposed anything to which the other would agree, and the process of conciliation had gone as far as it could, in the circumstances.

On February 9 the employer expressed a desire for an adjustment, whereupon both parties were informed that the Board would receive a written joint application for arbitration, if they were disposed to submit the matter.

Shortly after the firm reduced its working force, and the man in question was among others discharged; but the union was not then disposed to contest the employer's right. The controversy disappeared from notice.

DENNISON MANUFACTURING COMPANY—FRAMINGHAM.

On February 3 all the printers in the employ of the Dennison Manufacturing Company went out on strike, alleging as a grievance that the 9-hour day which had

just gone into effect, while it did not change the earnings of the day hands, was equivalent to 10 per cent. reduction in wages. About 28 of the printing department were engaged on piece work, and, though the others had no grievance, they struck in sympathy.

The next day the Board interposed, with an offer of mediation, and learned that the strikers had returned to work under a temporary granting of their demands, and pending a conclusion by the directors of the company. When a final settlement was reached, the wages were adjusted to satisfy the men's demands.

DENNISON MANUFACTURING COMPANY—FRAMINGHAM.

On February 5 about 100 girls in Department 4 of the Dennison Manufacturing Company at Framingham, paper box makers, went out on a strike for a 10 per cent. increase in wages, to compensate them for the loss incurred by a recent change from the 10-hour to the 9-hour work day. The Board offered its services as mediator to both parties. It appeared that other departments had made similar demands, which were granted without delay; but when the girls in question made their demand, they were informed by the manager that the matter would have to be laid before the directors, some of whom, however, being abroad, no reply could be given before two weeks. Visits were paid to Framingham on the 6th and 10th, but the attitude of the parties did not vary from the first, and nothing further was done in the matter. The girls

remained out two weeks, and returned under adjustments whereby changes in price had been slightly advanced on about one-fourth of the product. Two thousand dollars in wages had been lost in an unnecessary strike, since the promised consideration which had been given to their demand would have been given without the strike. No further difficulty was heard of from this quarter.

STANDARD SKIRT COMPANY—BOSTON.

Twenty-five men and women employed by the Standard Skirt Company of Boston went out on strike on February 3, demanding a 9-hour work day and an increase of wages. The Board promptly interposed, with an offer of mediation to both parties. The officer of the Skirt Makers' Union said he did not object to the Board's services, but that he practically controlled the situation, since no help could be secured outside the union, and that the employer would have to either grant the demands or go out of business. He was sure that the employer would grant the demands, and he saw no reason to invoke the assistance of any mediator while victory was in sight. Moreover, negotiations were in progress that promised to yield satisfactory results.

The employer stated that he could not see what service the Board could render, in the circumstances.

At the beginning of the second week it was learned that the demands of the strikers had been granted, and that all hands had returned to work.

WHITE STAR LAUNDRY COMPANY—BROCKTON.

On February 10 notice of difficulty was received from the proprietor of the White Star Laundry in Brockton. It appeared that a controversy arose out of the discharge of two employees. Since this proprietor had a trade agreement with the national board of the union to which his workers belonged, he was advised to appeal to the general officers, and then, if necessary, to bring the matter to the attention of the State Board.

On the 12th he returned, and stated that the local union of laundry workers had demanded the return of the label which he had been using, and that he had received a letter from the national body, in which a similar demand was made. Suitable advice in the matter was given, which he promised to act upon. It was subsequently learned that the employer had next moved the formation of a local arbitration board, and named a member. The union officials, objecting to the person named, refused to submit the case to such a board. The union renewed its demand that the White Star Laundry Company abandon the use of the label. This was refused, on the ground that the employer was willing to submit the differences to arbitration. An application was then made to the Superior Court for an injunction restraining the company from using the label. On March 10 the court decided that the White Star Laundry Company had a right to use the label so long as the contract remained in force, and the company was willing to submit the matter to the judgment of arbitrators.

ATWOOD BROTHERS—WHITMAN.

In the first six weeks of the year there were several conferences between B. S. Atwood, of the firm of Atwood Brothers, box manufacturers of Whitman, and George M. Guntner, representing their employees; and on February 11 the following understanding was committed to writing, and signed by both parties in the presence of the Board : —

STATE BOARD OF CONCILIATION AND ARBITRATION,
BOSTON, February 11, 1903.

PROVISIONAL AGREEMENT.

Agreement, in the presence of the State Board of Conciliation and Arbitration, this day entered into by B. S. Atwood, proprietor of Atwood Brothers' box factory at Whitman, and his employees, represented by George M. Guntner, business manager of the Amalgamated Woodworkers' International Union.

Whereas, the temporary absence of Mr. B. S. Atwood is about to interrupt the negotiating of a proposed trade agreement, and it is desired that neither party shall thereby gain an unfair advantage, it is agreed : —

ARTICLE I. On or before February 28, at a time and place to be mutually determined, the above-named parties shall meet and confer on the proposed trade agreement.

ARTICLE II. All matters in dispute not adjusted under Article I. shall be referred to the State Board of Conciliation and Arbitration.

ARTICLE III. Until February 28, or such earlier day as may be appointed, there shall be neither strike nor lockout, and there shall be no discrimination by or in behalf of the employers against any workman party to this agreement by reason of his interest in trades union affairs.

ARTICLE IV. If no final agreement be made on or before February 28, this agreement shall be renewed during the pendency of further negotiations, or until such time as the articles in dispute shall be referred to the State Board.

ATWOOD BROTHERS,

per B. S. ATWOOD.

GEO. M. GUNTNER,

Manager of the A. W. I. U., for the Employees.

In a few days the following letter was sent:—

STATE BOARD OF CONCILIATION AND ARBITRATION,
BOSTON, February 19, 1903.

Messrs. ATWOOD BROTHERS, *Whitman, Mass.*

GENTLEMEN:— Under Article IV. of the provisional agreement on file with us, of which you have a duplicate, which agreement was entered into by Messrs. B. S. Atwood and George M. Guntner, representing employer and employed in your factory, you are hereby informed that Mr. Guntner, being suddenly called to another part of the country, will be away during the week ending February 28 and possibly for a few more days, and it is the opinion of the Board that the period of the provisional agreement should be extended until his return. The foregoing notice is given on the motion of Mr. Guntner.

Yours respectfully,

BERNARD F. SUPPLE, *Secretary.*

The conference was not resumed until March 18, at which time an understanding was reached that the employer should continue the deliberation with a committee of 8 of his workmen in Whitman. No final agreement was reached. According to the terms of the provisional agreement, there should be no strike; but owing to the fact that up to April 30 Mr. Atwood had not met the union's committee, a strike was assigned to that day and with difficulty averted. The provisional agreement was never superseded.

The first act of the union thereafter was the following:—

WHITMAN UNION NO. 195, December 5, 1903.

Mr. B. S. ATWOOD.

DEAR SIR:— The union hereby makes a demand for an increase of 10 per cent. in wages for all employees receiving \$12 per week or less, all over \$12 an increase of 5 per cent. This is demanded on or before December 19, 1903. Any proposition for settlement will be considered on or before this date by the executive board of this union.

GEORGE E. SHAW,

Chairman of the Board.

34 ADDISON AVENUE, BROCKTON, MASS.

To which the box manufacturers, acting for Mr. Atwood, made answer :—

BROCKTON, MASS., December 8, 1903.

The Amalgamated Woodworkers' Union No. 195, Whitman, Mass.,
GEORGE E. SHAW, *Chairman.*

DEAR SIR :— We, the undersigned box manufacturers, in answer to the demand for 10 per cent. increase for all employees receiving \$12 per week or less, and for all receiving over \$12 per week 5 per cent. increase, beg to say we will not accede to the demand, and will meet as a body with your committee before the State Board of Conciliation and Arbitration, to arbitrate the matter, at any time convenient to all parties concerned.

And shortly afterwards Mr. Atwood published the provisional agreement, in justification of his attitude.

In the last fortnight of the year the controversy grew more acute, and soon reached a crisis :—

WHITMAN, December 22, 1903.

To my Employees.

Whereas, I received on Monday, the twenty-first day of December, 1903, a verbal notice from George E. Shaw, substantially as follows : “ We will not arbitrate. Unless our demands to unionize your shop are conceded before 10 o'clock in the forenoon, Wednesday, December 23, 1903, we shall strike your shop ; and if any union man is discharged, or any non-union man is hired before that time, we will strike it then.” Now, therefore, in order to justify myself, in the eyes of all of you who have been for many years in my employ, in the course of action which I now intend to pursue ; and for the reason that the relations between us have always been friendly, and I have endeavored in every way and manner to make your work pleasant and profitable, not only to you but to myself ; and, as you well know, I have made every effort to arbitrate the differences between us in a fair and business-like manner, and have entered into two agreements with you which I have carried out to the letter, the terms of which you will violate in every particular if you strike my shop ; and as you well know that I always have been and now am ready and willing to carry out said agreements, — I feel it a duty to myself to say to you that all who go out under this

order will have the kindness to take with them all personal property belonging to them.

All employees so leaving my employ will be paid off on the regular pay days at 12 o'clock noon.

BENJAMIN S. ATWOOD,

Doing business under the firm name of ATWOOD BROS.

On December 23 the strike was ordered, and at the time of writing this report it is still on, though several efforts have been made to settle it. Conferences have been held in the presence of the Board, and separate interviews have been had with the parties; but while the employer would prefer his old hands, he will not become an active party to unionizing the shop.

BROCKTON DIE COMPANY, PERRY ANDREWS COMPANY, UNITED DIE COMPANY—BROCKTON.

The United Die Company comprises 32 business concerns in various parts of the country, of which the Brockton Die Company and Perry Andrews Company are members. Under the agreement which expired October 1, 1902, the 9-hour day was established; but a renewal of the effort for an 8-hour day became plainly visible as the term of the agreement was drawing to a close. Finally, through the efforts of Mr. Oakes, secretary of the United Die Company, the 9-hour day was established on January 1, on which day the United Die Company assumed direction of the factories interested in the combination. One month later the men demanded 8 hours, and renewed the demand, through delegates to the central office towards the middle of February, that the 8-hour day be granted March 2, or a strike would result. A

delay of six months was requested by the employer, and refused.

On February 28, Saturday, the men were paid off, and informed that the 8-hour day would not be granted the following Monday.

On Monday, March 2, the men did not go to work, claiming that they were locked out. The employer, saying that he desired no trouble, claimed that the men had struck.

The wages paid to forgers were from \$20 to \$30 per week; die finishers received from \$12 to \$20, with an average of eleven months' employment in the year.

On the 20th the Board went to Brockton for the purpose of communicating with both parties, and learned that a conference had been arranged between them at 2 o'clock in the afternoon at the Metropolitan Hotel. The Board appeared at that hour, on the invitation of both parties. Articles to govern the relations of the employers and employees were discussed in the presence of the Board, and agreed to, with the exception of one relating to the 8-hour day, to go into effect from March 2. The employer offered to consider the 8-hour day, to go into effect on January 1, 1904, provided the organization of workmen in 90 per cent. of the shops throughout the country could be effected; but at the suggestion of the Board the employer offered the 8-hour day on January 1, 1904, without conditions. The workmen subsequently proffered a 50-hour week until January 1, provided the 8-hour day should then become operative. After deliberating some three hours without reaching a conclusion, the Board recommended that each party take the other's

proposition under consideration, and meet again to consider only the time when the 8-hour day should go into effect, and said that, if desired, the Board would assist at the conference whenever it might be resumed. This recommendation was acceptable to both sides, and the conference adjourned without naming a day, but feeling that relations had been materially improved.

Another conference was held on the 21st, but without definite result.

On the 27th a general convention of representatives of the employees of the United Die Company was held in Boston, for the purpose of considering the difficulty, and in the evening a committee of 15, appointed by the convention, met the manufacturers at the United States Hotel, and conferred with them under the presidency of Mr. Joseph Boudry of Marlborough. At 3 o'clock in the morning of the 28th an agreement was reached, subject to the ratification of local unions in Brockton, Marlborough, Lynn, Haverhill and other cities, whereby the workmen of Brockton and other shoe cities made substantial gains. The agreement, which was subsequently ratified by the local union, provided that the Brockton men return to work on Monday, March 30, without discrimination by reason of their participation in the controversy, and that in all New England shops from that time a 9-hour work day, or 54-hour week, should prevail until May 1, thereafter a 50-hour week until October 1, when the agreement was to terminate. In due time the die makers returned to work in the factories of the Brockton Die Company and Perry Andrews Company, both sides expressing their satisfaction with the terms of the settlement. Reports were

received of similar schedules established in other shoe centres, and since then there has been no recurrence of the difficulty.

THE CO-OPERATIVE RUBBER COMPANY — BOSTON.

On February 17 a strike of 40 rubber coat makers occurred in the workshop of the Co-operative Rubber Company of Boston. On investigation, it appeared that the cause of the difficulty was a change of system which involved a redistribution of the work and a reduction of price. On parts of certain styles two-needle stitching was replaced by single-needle stitching, and the quality of the product was improved. The men submitted with more or less grace to this change on one kind of coat; whereupon the employer, thinking a similar change on all styles could be effected, encountered a strike; but did not believe it would continue, for the reason that so many of the strikers had already returned to work. The employees were willing to discuss the situation with the employer in the presence of the Board, and stated that their demands were a return to the old system, and recognition of the union.

On February 25, in response to invitation, a committee of 5 of the operators, vested with full power to negotiate a settlement, and Mr. Pine, the proprietor of the business, met at the State House and conferred in the presence of the Board on the question of a settlement. During the discussion it appeared that, under the change of system, the making of a garment had been distributed to several workers, and the aggregate of piece prices for the dis-

tributed work was less than the piece price formerly obtained by a single worker. The proprietor offered to take back any strikers who might return to work, and give them whole garments to do, as formerly, and at the old rate; but he would also endeavor to try the new system with other hands, and, in case the strikers should deem it for their advantage to accept the new system, they should have an opportunity to do so; that, if they wished to see what earnings they could make on the subdivided work, they should be placed on that work; otherwise, he would endeavor to continue them under the old system of making a whole garment.

The men objected, on the ground that, if they permitted two grades of piece prices in the shop, the new hands would be instructed in doing the work the cheap way, while they were employed on the old way, and it would be only a question of time when they would be displaced by the new help. Moreover, they demanded that all the employees should be members of the union. The employer would not consider this proposition, for the reason that he did not believe it any part of his business to help to promote the union, although he never would put an obstruction in the way of any one's joining it if he chose to do so.

The men then proposed that he allow the strikers to hold meetings and conversations in the factory during working hours; but he objected, on the ground that it would be an intrusion upon his time and business. The conference dissolved without naming a day.

On March 2 the Board renewed its inquiries, and learned

that the strikers were returning to work, though some of their applications for re-employment had been rejected. No further difficulty in this workshop was brought to the attention of the Board.

DAVIS FRANK & CO.—BOSTON.

Twenty-nine young women, members of the White Goods Workers' Union of Boston, went out on strike on February 27, to resist changes without notice in the method of manufacture as well as in the prices. The girls complained that, when the change in method took place, they asked what the new scale of prices would be, and they were told to wait until pay day for the information. The earnings per week were from \$3 to \$9, with an average of little more than \$5.

The Board offered its mediation to both parties, and had separate interviews with the employer and the representatives of the work girls. The girls established their headquarters at the Civic Service House, 112 Salem Street, which is under the direction of Mr. Meyer Bloomfield.

Mr. Philip Davis, business agent for the Lady Waist Makers' Union, whose headquarters were at the Civic Service House, acted also in their behalf.

Under the old system, the employee finished a whole garment; under the new, she was required to perform the work on a portion of the garment only.

Several mass meetings were held, and public-spirited men and women acted as intermediators between the parties, with a view to finding some basis of a settlement. The employer at first did not see his way clear to discharge

those whom he had hired since the strike. Early in the second week of March, however, a settlement was made, through the efforts of Mr. Meyer Bloomfield, whereby all the strikers returned to work on March 11, with an understanding that a minimum wage of \$1 a day would be paid until such time as the earnings under the changed conditions might equal the amount earned before the difficulty occurred; that all hands were to be kept at work without discharge; and that there would be no opposition to the new hands joining the union. Moreover, future disputes were to be referred in the first instance to Mr. Bloomfield, he having the confidence of both parties.

No further difficulty in this shop attracted the attention of the Board.

**BRISTOL MANUFACTURING COMPANY — NEW BED-
FORD.**

Towards the end of February the weavers employed in the Bristol Mill at New Bedford applied in writing for redress to the agent, complaining of poor material and highly speeded looms, which diminished their wages. Believing that the letter was ignored, a committee was sent to the agent, asking him to meet the officials of the weavers' union. This having been refused, a shop meeting was had and a vote was taken in favor of a strike; but it was also voted to leave the matter in the hands of the weavers' union, for the purpose of an amicable settlement if possible. Further attempts were made by the committee to meet the agent, but without success.

The weavers' union met on the following Sunday, March 1, and the question of whether to strike or not

was taken up, and the employees in interest, under their own rules, were not allowed to vote.

On hearing the statement of the operatives, the other members of the union, to the number of 130, voted by ballot, and the matter was carried by 124 to 5, with one blank. On Monday the strike was inaugurated, all looms being idle, and 300 weavers out, together with some 28 loom stitchers, besides other help engaged in preparing material for the weavers, whose labor was rendered unnecessary by the weavers' strike.

By rule of the manufacturers' association, a strike becomes the affair of all; and when the management of the strikers' interest is taken up by the union, there can be no settlement with the management of the mill except through the manufacturers' association.

The whole mill was thus rendered idle, with the exception of the carding and spinning departments; and occasion was taken, as is usual in such cases, to overhaul the machinery and make suitable repairs. There was every indication of a prolonged strike, unless something was speedily done to bring about a settlement. The State Board intervened, and found that the parties had assumed such a position as to fear that any suggestion of a parley would be construed as a confession of weakness. After some delicate negotiations, both consented to a conference, and on March 7 the following letter was delivered to them:—

Bristol Manufacturing Company and Weavers, New Bedford, Mass.

GENTLEMEN:—Believing that your controversy can be speedily adjusted through private negotiations, this Board, acting under chapter 106 of the Revised Laws, invites you to appear by repre-

sentatives at a meeting next Monday, March 9, at 3 o'clock in the afternoon, at the rooms of the Manufacturers' Association, Masonic Building, New Bedford, for the purpose of conferring on the subject of a settlement.

Yours respectfully,

BERNARD F. SUPPLE, *Secretary*.

Accordingly, a conference took place as arranged, and the matters in dispute were thoroughly discussed. Subsequently another conference was had, and some increase in wages was granted on some certain styles of goods, but the idea of a general increase was not entertained; and when the matter was reported to the weavers in question, some indignation was expressed, inasmuch as it was believed that the difficulty did not relate to insufficient pay but rather to poor material, and it was voted to continue the strike, by a very large majority.

Toward the middle of the month the strikers began to return, and by March 18 it was reported that 39 weavers were at work. An effort was made by the remaining strikers to induce the loom fixers to join the strike, but they declined to do so. Thereupon the strikers voted on the 21st to return to work, and the executive committee, on the following day, Sunday, declared the strike off. A notice was posted in the mill, announcing that the conditions proposed at the conference were obtained; that there would be an increase in pay on sixteen styles. On the 23d all hands returned to work. The strikers were dissatisfied with the result, but there were labor leaders who expressed their satisfaction, saying that the little that had been accomplished and the reforms that had been promised in good faith would be a great benefit to the weavers of the Bristol Mills.

**COPELAND TREEING MACHINE COMPANY—FRAM-
INGHAM.**

In the last week of February a strike of 24 workmen, mostly machinists, occurred, as a sequel to their demand for a 9-hour day, which had been for some time under consideration. The demand, which was in writing, had been taken to Boston by Mr. Copeland, and early in the forenoon of February 24 the men received his reply that the shorter day was granted, but before going into effect it would be necessary to consult one or two more of the directors of the company. In the mean time, the superintendent of the shop, having the right to hire and discharge, deeming that he had been ignored, since the demand had not been proffered to him in the first instance, discharged the men, notifying them that their services would cease at noon. The discharged men thereupon held a meeting and declared a strike.

The Board communicated with the employer and offered its services, with a view to composing the difficulty, and learned that the feeling of resentment was dying out, and that there was no controversy that could not right itself in a few hours; the 9-hour day had been practically granted; the men had been discharged, but the company was rehiring all who applied for their old positions. By the 1st of March all hands were at work, and the strike disappeared from notice.

**T. D. BARRY & CO., FLETCHER SHOE COMPANY—
BROCKTON.**

T. D. Barry & Co. are the proprietors of two factories, one of which is managed under the firm name and the other under the name of the Fletcher Shoe Company.

On March 4 the firm and John Crawford, representing the employees in the lasting department, filed a joint application, setting forth as a grievance that in both of the factories operated by the above-named firm the lasters asked $\frac{1}{2}$ cent per pair to be paid for a canvas box on the Chase machine, and $\frac{1}{4}$ cent per pair on the Consolidated Hand-method machine to go to the pullers, these prices to be extra over the prices paid on the leather. Subsequently there was a change in the union agency, and Mr. Kearns in behalf of the employees in interest wrote, saying:—

I have been instructed by the executive board of the union that we wish to withdraw all applications to the State Board of Conciliation and Arbitration for settlement with the firm of T. D. Barry & Co., as we intend to open negotiations for a new price list with T. D. Barry & Co.; and, as we expect the list will go to the State Board, and that those items will be included, it will be better to withdraw them at this time.

The firm having acquiesced with the desire of the employees, the application was recorded and placed on file.

FLETCHER SHOE COMPANY—BROCKTON.

On March 4 F. E. Studley, representing the employees in the stitching department of the Fletcher Shoe Company, who complained of “their inability to agree upon

a fair price for stitching anchor eyelet row on balmoral shoes, also inserting hooks in ordinary balmoral shoes by machine," joined with the employer in a petition to this Board to hear and terminate the dispute.

On March 12 information was received from both parties that the difficulty had been mutually adjusted.

NORTH SHORE EXPRESS COMPANY—LYNN.

On March 5 the following decision was rendered:—

In the matter of the joint application of the North Shore Express Company of Lynn and the team drivers in its employ.

According to the joint application, Stone's Express Company and Hilton & Son's Express Company of Lynn, and their team drivers, were equally interested in the controversy therein referred to the judgment of this Board. All parties in interest have been heard.

The question submitted involves two sorts of over-time: one being the time spent after regular hours, when the employee is sent on some particular job,—and this the employers do not object to paying for; and the other being time spent after hours about town, when the employee delivers parcels that come from Boston, especially on Saturday nights and the day before holidays, or delivers them from the railroad station to the office of the employer, to be kept over night. The employers contend that, as it has never been customary, they should not now be obliged to pay for this second sort of over-time.

It appears that the parties are living under a contract which provides:—

ARTICLE 3. That a working day shall be 10 hours, from 7 A.M. till 6 P.M.; Saturdays, 7 A.M. to 5 P.M.

ARTICLE 4. Over-time shall be paid for at the rate of 25 cents per hour, all work of less than one-half day to be paid for as over-time.

The matter of over-time, therefore, seems to have been taken up at the time the contract was made, and to have been fully covered. The evidence is conflicting as to the understanding of

the parties in the conferences prior to and leading up to the formation of the contract, and as to whether the second sort of over-time was to be included in the over-time spoken of in the fourth article. It seems to the Board that this provision must apply to both sorts of over-time, and that the second sort as well as the first should be paid for at the rate of 25 cents per hour; and that there is no room left for recommendations, which, if made, would be inconsistent with the terms agreed upon by the parties.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

DERBY DESK COMPANY—SOMERVILLE.

Forty members of Woodworkers Union No. 24, employed in the order department of the Derby Desk Company at Somerville, went out on strike March 5, to enforce a demand for the union schedule of 50 hours a week in substitution of the 54-hour week then prevailing, and increased wages.

On the 6th the service of the Board as mediator was offered to the employer, and he said that he would take the matter into consideration. On the 10th the Board renewed its efforts, and was assured by the manager that the affairs of the factory were going on very well; they were daily taking in such new men as they could get.

The number of strikers out by March 20 amounted to 50. The strike had been endorsed by nearly all the general organizations of labor, and the management of the difficulty was assumed by the Boston Central Labor Union. The matter subsequently disappeared from notice.

MASTER BAKERS — BOSTON.

On March 6 information was received of negotiations for a trade agreement between the master bakers of Boston and their employees, which negotiations were flagging, and the danger of a strike was growing. With a view to averting the difficulty, and to induce friendly understanding, the Board offered its services as mediator.

On March 12 the parties came, in response to the Board's invitation, to the Board room and conferred on the question of a settlement. The matter in dispute arose out of an oral agreement, entered into on July 11, 1902, whereby a difference in the bakery of George G. Fox Company was brought to a happy termination. The men claimed that the agreement was, in effect, that when a holiday came in any week, pending the renewal or amendment of a prior agreement, then in force, 50 hours should be considered a full week, and paid for as such. The employers resisted the attempt of the bakers' union to apply that oral agreement to all concerns engaged in the baking business; their objection was supported by the Master Bakers' Association. The employers were represented at the conference by George A. Sanderson, J. E. Mitchell and L. W. Blanchard; the journeymen by George W. Anthes, Anthony Flynn and Joseph T. Walsh. Several other master bakers were present. The employees contended that all the master bakers were bound by the oral agreement reached in the case of the George G. Fox Company; the employers' committee argued that they were bound only by the written agreement made prior to the oral agreement in the Fox case, and that that oral

agreement applied only to one bakery. After a long discussion, they agreed to leave the matter in dispute to the arbitration of the State Board; but subsequently they could not agree upon any form in which to submit the matter, and the conference adjourned without result. By this time, however, the conference habit had been acquired, and on April 9 George A. Sanderson, president of the Master Bakers' Association, called and reported progress towards an agreement, and subsequently announced by telephone on that day that an agreement had been reached.

The following is a copy of the agreement:—

Agreement made this ninth day of April, A.D. 1903, by and between the United Bakers of Boston and Vicinity, Local Unions Nos. 4, 45, 53, and Local Union No. 202 of Waltham, parties of the first part, and the Master Bakers of Boston and Vicinity, parties of the second part.

It is hereby mutually agreed by the said parties as follows:—

1. No bakers other than members of the International Union of Bakers and Confectioners of America shall be employed by the parties of the second part in their bake shops.

2. Sixty hours shall constitute a week's work, and no baker shall work more than 6 days or nights in any one week; and, under normal conditions, no baker shall work more than 2 hours in excess of said 60 hours in any one week.

3. Foremen shall be paid not less than \$18 per week, second hands not less than \$15 per week, and no baker shall be paid less than \$14 per week. Over-time in excess of said 60 hours shall be paid for at the rate of 35 cents per hour. Each foreman in a bake shop shall be entitled to one apprentice, and an additional apprentice shall be allowed for every four bakers that are working in the shop. No persons employed merely as cleaners, apple-parers, doughnut-friers or in the delivery department shall be considered as apprentices within the meaning of this agreement.

4. Jobbers must be hired directly at the offices of the several

unions, during office hours. They shall be paid \$3 for each day's work of 10 hours, and 35 cents for each hour in excess of said 10 hours' work in any one day.

5. When required, the day men shall do the work upon brown bread and beans upon Sundays as heretofore, for which work they shall be paid at the rate of 40 cents per hour. No other work shall be required or performed by the day men upon Sundays, except that they shall work during the whole day upon the Sunday before Labor Day, if so required, for which work they shall receive no extra pay, but it shall be considered and paid for as a part of the regular week's work.

6. No day man shall be allowed or compelled to work on, or receive pay for, any legal holiday, unless such holiday falls on a Saturday or a Monday; no night man shall be allowed or compelled to work on, or receive pay for, the night preceding any legal holiday, unless such holiday falls on a Saturday or a Monday. No baker shall be allowed or compelled to work on the night of the Sunday next preceding Labor Day, but the bakers shall go to work on the night of Labor Day at the usual time.

7. No baker shall load or drive a baker's wagon.

8. The delegates or agents of the unions who are parties to this agreement shall be allowed in any shop of the parties of the second part during working hours, upon presenting proper credentials as such delegates or agents to the person in charge of such shop.

9. Providing that the several parties of the second part shall live up to this agreement in full, he or they shall have the right to buy and use the union label of the Bakers and Confectioners' International Union of America.

10. All difficulties arising between employers and employees shall be submitted to a committee of 5 master bakers and 5 journeymen bakers. If this committee cannot settle such difficulties, such difficulties shall be submitted to the State Board of Conciliation and Arbitration, whose decision shall be final and binding upon both parties. No strikes or lockouts shall be permitted pending the decision of the arbitration committee or the State Board, as the case may be.

11. A copy of this agreement shall be hung in a conspicuous place in every shop, for reference in case any disputes arise in regard to it.

12. This agreement shall go into effect upon the first week of May, 1903, and shall continue in force until May 1, 1904; and it is expressly understood and agreed that this agreement is a full and complete agreement as to the conduct of business between the parties hereto, and each party agrees to abide by and to continue work and business under its provisions without alteration, change or addition until May 1, 1904. If any change shall be desired by either party, to go into effect on May 1, 1904, the proposed change shall be submitted to the other party at least thirty days before the expiration of this agreement.

13. Under no consideration shall any member of the local unions, who are parties to this agreement, be permitted to lodge with his employer, and no pay shall be taken for board given by the employer.

Committee,

ANTHONY FLYNN,
GEORGE W. ANTHES,
MARTIN GREIM,
A. O. CULLYMORE,
CHARLES SCHELL,
PATRICK McMAHON,

GEORGE A. SANDERSON,
JOHN MITCHELL,
C. J. BLANKMEYER,
T. H. BEST,
JAMES G. FERGUSON,
Master Bakers.

*Journeymen Bakers, for the
above-mentioned Unions.*

TROY WHITE GRANITE COMPANY — WORCESTER.

On March 9 the following letter was received:—

GENTLEMEN:— We respectfully call your attention to the following state of affairs now existing in the city of Worcester:—

Thirteen stone cutters, who have been employed, nearly all of them, for two years by the Troy White Granite Company, have left the employ of the company, for the reason that the latter cannot see its way clear to subscribe to a “bill of particulars” or working agreement, which contains a clause to the effect that there can be employed only 1 apprentice to 13 cutters.

The Troy White Granite Company claims that it would be unlawful to enter into any such agreement as this, that it would

be an infringement of the Constitutional rights of the people of the United States, and would be a violation of all law of justice and equity.

As a result of the company's refusal to sign the agreement, a strike has been inaugurated at their cutting sheds in Worcester, and the case presents itself as follows: that the right or privilege of a company to do business is not to be determined by its ability to do that business, or by its facilities, or by its charter, or by taxes paid; but it is to be determined according as the company is willing to subscribe to a certain set of agreements, drawn up by a body of workmen, which set of agreements the company considers to contain certain provisions which are actually unlawful.

Will you please take this matter into consideration, and advise the Troy White Granite Company what they can do under the circumstances.

For your further information, we would say that the Barre, Vt., bill, just signed, specifies 4 apprentices to a gang; the Milford bill, where Norcross Brothers are interested, and where this question was thoroughly ventilated several years ago, mentions no number, but provides that apprentices are to work for three years. The bill in Worcester last year mentioned 2 apprentices to a gang.

Separate interviews were had from time to time with the parties to the difficulty, and, while no direct conference was had between the parties, there was an exchange of views through the mediation of the Board. It appeared that, according to statistics, the average life of a granite cutter is eighteen years; and it was argued that, if 1 apprentice to every 13 were taught for three years, at the end of eighteen years there would be but 6 with whom to replace the 13. If such restrictions were placed upon all trades, there would come a time when there would be no machinists, no carpenters and no other skilled employees.

The employer argued that the principle involved was vital and ought not be sacrificed.

On March 6 the following statement was issued by the president of the company :—

To the Granite Cutters, the Granite Manufacturers, the Public generally, and Others whom it may concern.

There have been employed at the works of the Troy White Granite Company, situated on Shrewsbury Street, 13 granite cutters. Most of these men have worked in this place for two years in peace and quietness; the works have been enlivened with the cheerful click of the tools and the buzz of the pneumatic machines. To-day the place is silent; none of the 13 men, most of whom have worked here for two years, are at work. The mere fact that the 13 men are not working in the place is not of any importance. Many other 13 men are idle in Worcester and throughout the country, some because they did not wish to work, and some undoubtedly because they cannot get work; many, no doubt, are seeking work and praying for it. Therefore, the simple fact of the idleness of 13 men is of no account. The conditions, however, under which these 13 men have chosen to assume idleness are so remarkable, and the reasons for their stopping work are so important to the citizens of the country who are so earnestly seeking to give the best possible chances to young men to learn useful trades and professions, that we deem it proper that the utmost publicity be given the matter.

The Troy White Granite Company is a Massachusetts corporation, and pays its proportion of taxes to the city and to the State. It has a well-ventilated, well-lighted, cheerful workshop, and it has all the facilities for making work as easy and attractive as possible. Its works are idle to-day; not because it has not the facilities for doing business, not because it has not the business to do, not because its shop is not cheerful, well adapted for its work, well lighted, — not because of any of these things, but it is because the company does not agree to employ no more than 1 apprentice to 13 men. If the company agrees to this, its business can go on; if it does not agree, its business stops.

If the rule which the company is resisting should be extended and carried out, and obtain throughout the country in all the trades and professions, in twenty years it would reduce the number who are skilled in a trade or profession to one-half what they now are;

in forty years it would reduce the number to less than one-fourth; and in sixty years, where there are now 13 men in the different trades and professions, there would be but three-fourths of one man. It would make a land of desolation in which the inhabitants would be paupers.

In an interview on the 4th instant between the Troy White Granite Company and the men who left their employ and refused to work because the company would not agree to this provision, the following transpired: of these 13 men, it seems that 10 are married, and among them they have 11 boys (to say nothing of the girls), grown up and growing. It transpired that one of these men is the father of 5 boys. One of these boys is working on the New York, New Haven & Hartford Railroad for \$2 per day; another is a motorman on a trolley road for not over \$2 per day; while the father has been at work for two years, working 8 hours per day, receiving for that work \$2.80 per day, and is now refusing to work 8 hours per day for \$3 per day. He will not work because the Troy White Granite Company will not agree to a certain condition restricting trade, — an act of doubtful legality, the adoption of which would pauperize and ruin the country.

It is doubtful whether the agreement entered into between the granite cutters and the other granite manufacturers is lawful. It is certainly ridiculous to think that the Troy White Granite Company should pay taxes to the city and the Commonwealth, and a part of the tax should be used to educate the boys and find out what talents they have and to what trade they are best adapted, as is now being done at the new high school, and then agree not to teach a boy a trade.

The men who are engineering and directing this, who are so blind to their own interests, so blind to the interests of the people as a whole and to the interests of their trade, as well as all other trades, and are so un-American as to insert into an agreement this unwarranted item, are not all citizens of Worcester. They have come to Worcester to enjoy the benefits that its citizens have fought, worked, labored and suffered for, and their first efforts are to hinder its business, obstruct its trades and insult its intelligence. Mr. Roberts, the president of the association, is a resident of six months; Petrie, the treasurer, perhaps eight months; Welch,

the secretary, perhaps six months; Lucey, the chairman of the committee, is a five months' resident.

The fault for this state of affairs does not, however, belong to these gentlemen alone. It must, of course, be shared by the whole of the Worcester branch of the Granite Cutters' National Union, about 100 in number.

In a statement of Mr. Lucey in the papers he claims that the granite cutters know what they are doing and what they are about; that they mean just this thing, that they meant to disturb the business of Worcester; knowing that this particular item had no place in a decent agreement, they inserted it. It is just such ridiculous, stupid things as this that have retarded the granite business in New England, and particularly in Massachusetts. It will be seen by looking at this table, that, of 100 granite cutters in Worcester, 46 are not citizens; they have left other places and come to Worcester, and the first thing they do is to create a disturbance. While it is unreasonable that the number of apprentices shall be mentioned at all, it is worthy of note that in Barre, Vt., which is probably the largest granite-producing centre in the country, there is 1 apprentice to 4 men; in Quincy, another large granite centre, there is no restriction, but it is understood that 1 to 4 is about right; it is not mentioned in Milford; and it is 2 to a gang in Stony Creek, Conn. By way of explanation to those who do not know the phrases of the trade, I will state that a gang means 13 men.

It seems to us that the right of a boy to learn a trade should not depend on the caprices of a labor union, as to surrender that right for our young men is to jeopardize the whole country.

TROY WHITE GRANITE COMPANY,

O. W. NORCROSS, *President*.

On March 27 the employer addressed the following communication to the Board:—

GENTLEMEN:—We respectfully call your attention to our letter of March 7, relating to the Stone Cutters' Union and the Troy White Granite Company.

The works of the Troy White Granite Company are still idle, for

the reasons stated in our letter, a strike having virtually been declared against the company because it will not agree that only 1 apprentice to 13 men shall learn a trade.

On the day you named that you would see the president of the Troy White Granite Company in Boston, he was obliged to be in Manchester, Vt., with the architects of the New York Public Library, and could not reach Boston in time to see you.

We respectfully represent to you that, the works of the Troy White Granite Company being idle, the company is being very seriously damaged by the state of affairs; and we request that you answer the letter of March 7, advising the Troy White Granite Company what they can do under the circumstances.

Yours truly,
TROY WHITE GRANITE COMPANY,
O. W. NORCROSS, *President*.

And again on April 3 the following:—

GENTLEMEN:—Referring to the interview between the president of the Troy White Granite Company and your Honorable Board, and to the matter discussed, the situation at Worcester is so embarrassing, so expensive, damaging and disastrous to the Troy White Granite Company and its business, that we are moved to again write you about it, and to ask that the State Board of Arbitration and Conciliation make some recommendation with regard to the matter. The matter has been explained to you; and, that there may be no misunderstanding about it, we again state the case.

There are in Worcester nine firms who are engaged to a greater or less extent in the business of cutting granite. In the wage scale and bill of particulars which has been presented by the Worcester branch of the Granite Cutters' National Union to the manufacturers, and which has been signed by all the firms, with the exception of the Troy White Granite Company, there is a clause which reads as follows:—

One apprentice to be allowed to each gang, and an agreement drawn up between employer and apprentices to have them serve three years with one firm. No improvers to be allowed.

This means that only 1 apprentice is to be allowed to every 13 men, that being a "gang," so called.

Under the provisions of the clause above quoted, there are only two employers of granite cutters in the city of Worcester who can employ apprentices, namely, the Webb Granite and Construction Company and the Troy White Granite Company.

Be it plainly understood that there is no question at issue between the Troy White Granite Company and the union except this question as to apprentices. The Troy White Granite Company feels that an agreement limiting the number of apprentices which may be employed would be contrary to law; but that, if not contrary to law, the limit should be a reasonable one. They feel that an agreement under the terms of which only two firms out of nine may employ apprentices is certainly uncalled for. They think that, since the State is contributing to the support of manual training schools and trade schools, and since the city of Worcester is supporting a trade school for the express purpose of teaching boys a trade, for these reasons the Troy White Granite Company feels that it would seem to be the height of arrogance for any party or parties to enter into an agreement not to teach boys a trade; or, at least, to limit the number who might learn to 1 in every 13. This would seem to be in direct contravention to the course adopted by the city and State with reference to the manual training schools above mentioned.

As the works of the Troy White Granite Company are idle, and men are apparently desirous of working in them, we consider this matter of importance sufficient to warrant prompt action on your part. If your Honorable Board is not empowered to act definitely in such matters, kindly so advise us, and we will look elsewhere to that end. At least, we presume it is within your province to promulgate such recommendation as you may see fit, and that recommendation, or expression of opinion, we would be pleased to receive at your early convenience.

We are, yours truly,
TROY WHITE GRANITE COMPANY,
A. O. KNIGHT, *Treasurer.*

A similar question had arisen in the spring of 1899 in the matter of the joint application of the Granite Manu-

facturers' Association and the Granite Cutters' Union of Quincy. In that case the Board was requested to pass upon the reasonableness and the expediency of two articles proposed by the union, one of which was known as Article 20 of the agreement and bill of prices, which, in all respects other than these two articles, had been definitely fixed and ascertained by the association and the union. As to the rule proposed as Article 20, which thought to limit the number of apprentices as compared with the number of journeymen employed, it had been urged at the hearing that any agreement to limit the number of apprentices would be contrary to the law of the Commonwealth. The Board therefore submitted that question as a question of law to the Attorney-General, and subsequently announced that, in accordance with his opinion, this Board had concluded to make no recommendation concerning the subject of the proposed Article 20.

So in this case the following letter was sent:—

STATE BOARD OF CONCILIATION AND ARBITRATION,
BOSTON, April 7, 1903.

Troy White Granite Company, Worcester, Mass.

GENTLEMEN:—Replying to yours of the 3d instant, asking the Board to make some recommendation in relation to a clause in a proposed agreement between yourselves and your former employees, which seeks to limit the number of apprentices as compared with the number of journeymen employed, the question was brought before the Board some years ago and submitted to the Attorney-General, who advised as follows: "I think the proposed article is not within the scope of the duties of your Board, and that you will best perform your duty by making no recommendation thereon." In accordance with this opinion, the Board decided in that case to make no recommendation concerning the subject, and for the same reason declines to make one in your case.

Yours respectfully,

BERNARD F. SUPPLE, *Secretary.*

On or about April 9 an agreement was signed, and on the 13th, after more than five weeks' absence, the strikers returned to work.

M. C. DIZER & CO.—WEYMOUTH.

On March 7, 15 tanners of sole leather, employed by M. C. Dizer at East Weymouth, demanded an increase of 25 cents a day in wages, to take effect on the 14th of March. The firm had the matter under consideration a week, and on the 14th or thereabouts refused the request, alleging as a reason competition in other quarters, especially in the southern States. The men persisted in their demand, and there was some talk of striking; but the employer pointed to their agreement to submit their differences to arbitration. He offered them, however, an increase of 25 cents a week, but this was declined. The wages received by these men varied from \$1.25 to \$2 a day. The higher-priced men, while desiring the same increase, would be satisfied with 25 cents a week, provided the lower-priced men received 25 cents a day. Brought to the attention of the Board on the 7th of April, investigation revealed that the dispute might be adjusted by direct negotiations of the parties. The union was so informed, and advised to refer the matter to some form of arbitration, in event of disagreement, according to the 4th article of the union-stamp contract. The matter was revived in the autumn; but disappeared after the following correspondence:—

EAST WEYMOUTH, MASS., September 24, 1903.

State Board of Conciliation and Arbitration, State House, Boston, Mass.

GENTLEMEN:—We would like to know, in case the matter of wages between our tanners and ourselves comes before your Board,

if the prices paid in Maine and Pennsylvania would be taken into consideration?

You may know that there are very few sole leather tanneries in Massachusetts.

We would thank you for an immediate reply, if possible.

We remain, yours respectfully,

M. C. DIZER & Co.

STATE BOARD OF CONCILIATION AND ARBITRATION,
BOSTON, September 30, 1903.

M. C. DIZER & Co., *East Weymouth, Mass.*

GENTLEMEN: — Yours of September 24 has just been considered by the Board, and I am directed to say that it is not its practice to send assistants outside of the State for evidence. In the event of a controversy being submitted to the arbitration of this Board, however, the Board would accept any properly authenticated evidence bearing upon the issue. Evidence obtained from employers in other States should be in the form of an affidavit, made before a notary public or a justice of the peace, and certified to as correct by a representative of the employees, — if possible, an officer of the organization to which the work people belong, the attestation of such a person being preferable.

Yours respectfully,

BERNARD F. SUPPLE, *Secretary.*

STANDARD GROCERY COMPANY.

On March 12 a strike occurred in the store of the Standard Grocery Company. Levi Shapirestein, a man with a large family, earning \$8 a week, had been discharged. Other employees, in all about 20, believing that a cheaper man was to be hired in his place, quit work and went on strike. There was no avowed union, but all acted together.

The employer said that it was a small matter that would right itself, only 4 or 5 skilled men being concerned, and

the rest being unskilled, new-comers, unacquainted with the language, and unable to distinguish the commodities which they handled, — men, in fact, whose places could be easily filled. They held to their right to hire and discharge, and were determined to run their business without taking their employees into their confidence.

If the strikers desired to apply for work, they would take back as many as they had places for; but they would not take back the discharged man, nor be forced to take back any at all.

The Board thereupon directed the attention of Mr. Bloomfield, of the Civic Service House, to the difficulty, who forthwith obtained an interview and made arrangements for a conference in the presence of the Board that evening. The demands of the strikers were: —

1. That all the strikers should be taken back into their former places, without being discriminated against or punished for any participation in the strike.
2. The hours to be as formerly, from 7 in the forenoon to 6 in the afternoon.
3. All necessary over-time work to be paid for at twice the ordinary rates.

A full discussion was had, but at a late hour the conference dissolved without naming a day and without reaching any agreement.

The Standard Grocery Company is composed of 8 able-bodied young men, competent to perform the various kinds of work usually assigned to subordinates; and from that fact, and because cheap help not yet amenable to the influence of organized labor was readily obtainable by them, it is said that no difficulty was at any time experienced by

the firm ; and the latest opinion of Mr. Bloomfield, who has remained in communication with all concerned, is that the strike was lost, the company doing business as before, and neither side having suggested anything that the other would accept. The difficulty was never renewed.

MACULLAR PARKER COMPANY—BOSTON.

Information having been received of difficulty in the clothing manufacturing house of Macullar Parker Company at Boston, an investigation was made on March 12, and the mediation of the Board was offered. The employees were slow to accept it; the employers said that they would respond to an invitation if the Board found anything in the situation to justify arranging a conference. The representative of the employees said that they had concluded in no case to seek a conference with the employer; and they were loth to accept the services of a mediator, lest such acceptance might be deemed an acknowledgment of their inability to prolong the contest. On the other hand, to refuse to confer might place them in a false light before the public, and, since the Board had seen fit to interest itself in the matter, they would respond to an invitation whenever the Board might appoint a time for a conference of parties.

It appeared that the dissatisfaction, which had been growing for some time, culminated on the day of the conference, Friday, March 13, in a strike which involved all the employees of the customs department, as well as 23 employees in the sales department.

Representatives of the Garment Workers' Union and of

the company appeared at the State House in the afternoon, and conferred in the presence of the Board on the question of a settlement. The garment workers' committee demanded the reinstatement of all the discharged men as well as of the strikers, and a recognition of the union to which they belonged. The firm offered to investigate the allegations of the garment workers as to discrimination and alleged abuse of men by a foreman, and if any such were found, they would be stopped. In the mean time, the firm would re-employ as many who were out as they could find work for, provided the union should return to their positions all of the men in the customs department. The committee said they would return all those men, pending investigation of the foreman's conduct, provided the strikers and the discharged were reinstated, and in case of a shortage of work that the new hands be dismissed instead of the old hands. This the firm would not agree to, and the conference was adjourned subject to the call of the Board.

On the 17th the union made an offer to renew the conference. The firm was thereupon interviewed, and the attitude of the employer was found to be the same. After some delay and difficulty the conference of parties was resumed on the afternoon of the 18th in the presence of the Board at the State House. An understanding was reached at this meeting, and a memorandum was committed to writing and placed on file with the Board, and a copy taken by each of the parties.

On the 20th the firm notified the Board of what appeared to be sharp practice concerning the admission of new members into the union. It appeared that several

men employed by the firm who had never been members of any union applied for admission, and were neither refused nor accepted. The men were ready to comply with all conditions, pay the initiation fee, etc., but they were given to understand that their application could not be acted upon until a meeting of the union, but that was contrary to assurance made in debates at the conference on the 18th. Subsequently 11 other men went to the office of the union prepared to pay an initiation fee and comply with all conditions, and they, too, were treated in like fashion.

The second article of the agreement referred to is as follows: —

Those who were discharged or who left work are to be re-employed as far as wanted. New hands recently hired to take the place of those who left or were discharged may be retained provided they seek and obtain admission to the union on or before Monday, March 23. It is understood that there is nothing against such of them as never have been members of the union.

The new problem, stated substantially, was this: Are all the new men to be retained and the complement to be taken from the strikers, or are all the strikers to go back and all new men in excess of the complement to be discharged?

It was complained that many entitled under the agreement to admission to the union applied and were rejected or were put off with evasive answers, neither knowing that they had been rejected or accepted.

In one quarter the claim was made that the firm had agreed to furnish a list of men whom they wished to take back; that the firm had not done so, and was not

acting in good faith; and, unless something should be done, that there would be a strike on the 23d or 24th. The employer sent to the Board a list of names of such men as would be taken back, saying that they had been ready to furnish the names, and if they had not sent them it was because they had expected that the list would be sent for. Considerable difficulty was experienced the next few days to prevent the recurrence of the trouble. Immediately on receipt of the list of names from the employer, the Board transmitted a copy to the conference committee of the employees, the secretary of which expressed his satisfaction and belief that everything would be harmoniously arranged on the 23d.

On the 23d it appeared that everything was going harmoniously, though some matters of detail yet remained to be adjusted. The difficulty gradually passed from view.

PARKHILL MANUFACTURING COMPANY—FITCHBURG.

On March 13, 300 weavers in mills A and B of the Parkhill Manufacturing Company, Fitchburg, demanded in writing an increase in wages which they supposed to be equivalent to 10 per cent., but which was not so definitely understood by the management, percentage not being specified. The weavers were working on plain and fancy gingham, and were paid by the cut.

On March 18 the company's reply was communicated to the operatives, in which an increase of 5 cents a cut was granted on fancy gingham. This was not acceptable to them, and they quit work from the two mills

to the number of 300, and only about 50 remained at work.

The weavers account for the difficulty as follows:—

The weavers in mills A and B have been working on three prices per cut. The plain gingham have been woven for 65 cents a cut; on this rate an increase was asked. Plain cords, two-harness goods, have been paid 67½ cents per cut; on this we asked an increase to 70 cents per cut. On the fancies, four harnesses twilled work, we have been getting 70 cents a cut; on this we asked an increase to 90 cents.

Mr. Lowe said he would give us 5 cents a cut increase over the 70-cent rate. He also asked us to wait eight weeks before any further action on our part, and in that time the company would take no action. We declined both propositions. We will not go back for simply 5 cents advance. As to waiting eight weeks, this is absurd, for then the goods for the coming summer trade will have been pretty nearly all run off, and a shut-down would not mean much.

We have had word sent us by weavers in mill C that there was a plan to shut off on the goods made there, and finish the orders on the other goods we have been making, at that mill. The weavers also sent down word they would not do these goods at the new rate, and would leave rather than to do it.

As to wages earned, there are 4 men who run six high-speed looms on plain goods, and earn about \$14 a week; there are some 40 men who run four high-speed looms on plain goods, and average about \$10 per week; the rest of us run four looms on the various grades of goods, and get from \$6.50 to \$7 per week. Mr. Lowe figures out that this all makes the average earnings about \$9 per week. This is all right as far as figures go, but it does not raise the actual earnings of any of us. It does not, however, put any more money in our pockets.

The Board obtained separate interviews with both parties to the difficulty. Communication with the employees was exceedingly difficult, some having struck be-

cause they fancied they had a grievance, others having gone on strike through sympathy; and they were not organized, had no standing committee and no spokesman; moreover, they spoke four different languages, but they were very much united. They had no regular place of meeting, and to get a collective understanding it was necessary to use several interpreters.

In the first week of April there were 1,100 operatives out of work, owing to the stoppage of the machinery; and their idleness entailed a loss in money circulation to the Fitchburg community of \$10,000 a week.

It appeared that mills A and B had ceased operations spontaneously by general consent, rather than by reason of any preconcerted action; and that many warps had been taken over to mill C, where there was no reason or no disposition to strike, and there the weavers were informed that they must complete the work of two mills. Their looms are slower, being intended for other work, and their earnings would therefore be less than those in mills A and B; nevertheless, they were willing to do the work that properly belonged in those mills, provided they were given the prices that were asked by the operatives of mills A and B. This was refused; they would not perform the work which was insisted upon, and a strike ensued in that mill April 7. The kind of weaving known as plain cut offered many obstacles to the weavers in mills A and B on account of knots, which had to be guided slowly lest they break the harness and appear on the surface of the cloth. To watch the knot as it came along, and guide it properly, the loom must be controlled with extra care, and the second loom stopped while attend-

ing to the knot—all of which diminished the earnings of the operatives.

After several interviews, a conference of parties was had on April 14 in the office of the company at Fitchburg, in the presence of the Board. The employees were represented by a committee of four, headed by Henry Butterfield. The employers were headed by Arthur H. Lowe, treasurer, David Lowe, superintendent of one of the mills, and Mr. Dunn, paymaster.

It was said that two previous committees had been discharged on making unsatisfactory reports, and it was plain that the present conference committee doubted its ability to negotiate a settlement other than that demanded, or perform any act that would be ratified by the strikers.

There were three grades of goods: plain, plain cord and double beam. Plain cord was difficult to weave on account of the knots, which are difficult to distinguish in some colors. Both looms being delayed by guiding a knot into place, which is sometimes necessary in order to avoid false weaving, pick-outs and loss of time would occur to diminish the product and the earnings. The weavers had asked 20 per cent. increase on double-beam weaving, and one of 10 per cent. on plain.

After the strike, Mr. Lowe had conceded 5 cents a cut; and, on paying off, had dated the concession back, so that they received the increase for the last two weeks of work.

In the opinion of the committee, an increase of $2\frac{1}{2}$ cents a cut on plain cord, together with the increase already granted on double beam, would be sufficient to induce the strikers to return. The treasurer replied that

whatever he might be able to do before the strike he was less able now to do, since he had lost his market, large orders having been cancelled; and had a storehouse crowded to the roof with goods for which he could find no immediate sale, and with no certainty that such goods would be in demand the next season.

The difficulties complained of were such as the company was continually striving to remedy. Looms with stop motion were to be put in, which would do much to prevent imperfect weaving. It was true that when a loom was stopped it was not weaving; but it would be better to have it stopped short of bad weaving than to go on producing that which could be perfected by hand only and in a laborious fashion. The stop-motion looms in other quarters were known to be economical of time and productive of better earnings.

In response to the committee's claims, that earnings were not good, Mr. Lowe produced figures, averages, in which he claimed he did not favor himself, showing that the average product was larger than that stated by the men; for he had included in his averages the earnings of learners, and in some instances the products of two weavers rapidly replacing each other on the same loom, thus reckoning as two what might with propriety be called one. The strike had been a surprise, for he had fancied that the help were contented; the product was satisfactory, the market was good; and the first he knew of the difficulty was when they left him.

The members of the committee expressed their satisfaction, but said it would be impossible to convince the weavers by any word of theirs. It was thereupon sug-

gested by the Board that Mr. Lowe go to the next meeting of the weavers and make his statement, and afterwards, if possible, take a vote on the question of returning to work. The committee accepted the suggestion, and, though doubtful of its utility, Mr. Lowe expressed his inability to decline a polite invitation to attend the meeting, and for that purpose would remain within call on the following day, before going to important engagements, including a meeting of the Governor's Council, of which he is a member.

Timidity on the part of the workers, he said, was unnecessary, for he would not victimize or punish any by reason of his participation in the strike, nor did he intend to open his mills to a few employees only, but purposed to take them all back together, if possible. The conference thereupon dissolved. On the following day a committee called a meeting of the strikers, to which the Board was invited. The Board appeared at the appointed hour, with printed ballots and a Finnish interpreter. The weavers met at 10 o'clock in the forenoon, and were addressed by the Board, interpretations being made to the French and to the Finns.

Mr. Lowe then appeared in response to an invitation, stated the points that he had raised during the controversy, and answered them as he had the night before, all of which was translated by the interpreters before he withdrew. The meeting then adjourned to the afternoon, in the hope of getting a larger attendance, for there were about 575 weavers in all, but those of mill C were not acting as a part of the meeting. The weather was very inclement, and many of the strikers of mills A and B

lived at a distance. The second meeting, at 4 o'clock, numbered about 100 persons. The first question that occupied the attention of the second meeting was, "If we return to work, shall it be to-morrow, the 16th, or next Tuesday, the 21st?" Saturday would be a short day, and Monday a holiday. It was decided to return Tuesday, if at all. The next question was, "Shall we resort to secret ballot to determine the question of returning to work?" The affirmative was voted by a show of hands. The secret ballot, by 51 to 32, declared the strike at an end. After thanking the State Board of Conciliation and Arbitration, the meeting adjourned. On the following Tuesday 1,100 men and women returned to work. On the 18th the Board received the following letter:—

State Board of Conciliation and Arbitration, BERNARD F. SUPPLE, Secretary.

GENTLEMEN:— Please accept the thanks of the company for the interest you have taken in our recent labor trouble, and for the services you have rendered in helping to bring about a settlement. I believe the help are as much pleased and grateful as we are.

Yours truly,

ARTHUR H. LOWE, *Treasurer.*

In May there was some apprehension of another strike, owing to the discharge of the daughter of the spokesman of the weavers, and subsequently of the spokesman himself, who had become the president of a union that had been formed. The employer stated, in response to the Board's inquiries, that the weaver in question had really discharged himself, and that there was no dissatisfaction among the work people; and so it seemed, for no further difficulty was heard of.

BIGELOW CARPET COMPANY — LOWELL.

Signs of uneasiness, said to be of annual occurrence, began to show in the boys who do creeling in the mills of the Bigelow Carpet Company at Lowell, in the spring of 1903, and rumor foretold a demand for an increase of 31 cents a week. They were about 150 in number, and their ages averaged about seventeen years. The demand was never officially made, though 81 quit work on the 12th of March, at noon, complaining that their earnings were too small, and that they were ill treated by the weavers and superintendent. On the 13th 50 others struck, and the weavers were obliged to do their work.

The Board promptly interposed, and offered its services as a mediator. The employer said that those who were willing to apply for work would be received in their old positions for their old wages. The weavers were not experiencing any inconvenience from being obliged to do the creelers' work, and the industry of the mill was going on as usual; and, moreover, the matter would right itself in a few days, as it had done before.

On March 17 it was said that all the creeler boys were out, and in some quarters it was believed that the difficulty would extend to the weavers and other departments; but on that day an interview was had between some of the leading creeler boys and James Cook, president of the Creelers' Union. As the result of this interview, on the 18th of March all the boys returned to work. The strike ended, and has not been renewed.

E. E. TAYLOR & CO.—BROCKTON.

On March 23 E. E. Taylor & Co., shoe manufacturers of Brockton, and lasters in their employ represented by John Crawford, filed a joint application, together with two specimens of leather, requesting the Board to say which should be classified as "patent colt" and which as "patent chrome cowhide." Three days later word was received from both parties that the controversy had been settled by mutual agreement.

The application was placed on file.

**GEORGE C. SCOTT & SONS, C. J. PETERS & SON,
H. C. WHITCOMB & CO., BAY STATE ELECTRO-
TYPE FOUNDRY, AMERICAN TYPE FOUNDERS
COMPANY, J. C. HEYMER & SON, GINN & CO.,
SUFFOLK ENGRAVING AND ELECTROTYPING
COMPANY—BOSTON; RIVERSIDE PRESS, UNI-
VERSITY PRESS, GINN & CO.—CAMBRIDGE;
J. S. CUSHING—NORWOOD.**

On March 23 D. J. McDonald and F. L. Billings, representing electrotypers, called and stated that a demand had been formulated by the union which it desired to place before the employers to obtain a collective answer, and that there was danger of a strike if the matter were not adjusted. Suitable advice and blank forms of application were given. The list of matters in dispute was never submitted to the Board, but it appeared, from what the agents of the workmen said, that 31 employees were not receiving the union demands of \$2.50 a day and 54 hours a week; and that the matters in dispute did not relate to

electrotype moulding. During the next two months the affair underwent material change.

The Board from time to time inquired into the progress of the movement, if any, and on May 20 learned that the Allied Printing Trades Council then desired no more than a conference with Mr. Herbert White of the University Press at Cambridge. The services of the Board were accordingly offered him for the purpose of bringing that about.

Mr. White said that two-thirds of his employees were not connected with the union, that he was already in communication with the secretary of the union upon the matter and that he was ready to talk with his own employees, or their committee, or any representative they might choose directly, "but not with unauthorized persons." When this was communicated to Mr. McDonald he said he would endeavor to bring about a conference with such representatives of the workmen in question as would be acceptable to Mr. White.

Nothing further was heard of the case.

BEGGS & COBB—WINCHESTER.

On March 24, 70 men engaged as laborers in the tannery of Beggs & Cobb, at Winchester, at the rate of \$9 a week, having demanded increased wages, without saying how much, and having been denied, went out on strike at a time when thousands of dollars' worth of skins were in process of manufacture and in a perishable condition. The firm was obliged to change its plans, in an effort to save the stock, and it would require from ten to fourteen days, it believed, to return to its former methods.

The firm expressed its willingness to take back practically all of the strikers at the end of that time, overlooking such faults as they may have had, on account of the poverty of their families, though some appeared undeserving of favors.

The Board mediated between the parties on the 27th, with a view to composing the difficulty, and gave such advice as it was hoped might allay any harsh feelings on either side. The firm said that the men in question had been getting all that they were worth, and had been furnished with steady employment without the slightest break for the past two and a half years; and that, if necessary, there would be no difficulty in filling their places at the same rate. No other leather manufactory paid more for the kind of labor which they had performed, but if all agreed to pay more, Beggs & Cobb would do likewise. There were about 450, all told, in the factory. Men who tended machines were getting good wages, and were good men. They would not strike, for they did not care who brought the material to them so long as they had enough of it with which to feed the machines.

Several of the strikers were found near by, but it was impossible to obtain a collective response to any suggestion. One of their spokesmen was assured of the Board's desire to promote a settlement, and advised to recommend the appointment of a committee, with full power, to engage in a conference with the employer. He promised to make such a motion at a meeting of the men to be held that night. The Board did not hear from them, and the firm seeking new hands, had obtained by March 31 a few Greeks and Armenians to do the work. On April 8 the work of 140 tanners and curriers was

suspended for want of hands to serve them with material. By that time, however, a few of the striking laborers returned, and in less than a week it was learned that nearly all were back.

The difficulty was not renewed.

W. L. DOUGLAS SHOE COMPANY—BROCKTON.

On March 25 the following decision was rendered:—

In the matter of the joint application of the W. L. Douglas Shoe Company and its employees in the sole leather department.

The petition in this case presents for consideration a list of matters in dispute in the sole leather department of the factory.

Having heard the parties and inquired carefully into existing conditions, the Board recommends that the following prices be paid in the factory of the W. L. Douglas Shoe Company at Brockton:—

	Per Day.
Sorting and casing outer soles,	\$2 75
Cutting insoles,	2 60
Cutting box toes,	2 25

Concerning the other matters in dispute, the Board does not recommend any change from the present prices and methods of the employer.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

CHARLES A. EATON COMPANY—BROCKTON.

On March 30 the following decision was rendered:—

In the matter of the joint application of Charles A. Eaton Company, shoe manufacturer, and its employees in the finishing department of factory No. 1, at Brockton.

In this case the controversy relates to prices for items of work performed in the finishing department of Charles A. Eaton Company's factory, known as No. 1.

Having heard the parties to the dispute, investigated the matters involved by inquiry at competing points, aided by expert assistants, and having carefully considered all the facts and circumstances, the Board recommends that the following prices be paid in the department and factory in question for work as now performed there: —

		Per Case of 24 Pairs.
1.	Scouring heel edges,	\$0 07, \$0 10
		Per Day.
2.	Rolling heel edges,	\$2 25
3.	Brushing and keying heel edges,	2 25
4.	Scouring top pieces,	2 25
5.	{ Cutting shanks, }	2 25
	{ Staining or painting fore parts, }	
	{ Gumming and polishing, }	
	{ Striping, }	
6.	{ Blacking shanks, }	1 50
	{ Blacking bottoms, }	
	{ Blacking top pieces, }	
7.	Burnishing and wheeling samples,	2 75
8.	{ Rolling black bottoms, }	2 25
	{ Rolling shanks, }	
	{ Rolling top pieces, }	
	{ Faking shanks, }	
	{ Cleaning nails, }	
9.	Scouring heel breasts,	2 25
10.	{ Changing shoes from finishing room racks, }	1 50
	{ Levelling top pieces, }	
	{ Gumming heel breasts, }	
	{ Brushing heel breasts, }	
	{ Copperasing heel edges, }	
	{ Gumming heel edges, }	
	{ Blacking heel edges, }	
	{ Dusting bottoms, }	
	{ Sweeping and general assistance, }	

By the Board,

BERNARD F. SUPPLE, *Secretary.*

APPLETON COMPANY, BOOTT COTTON MILLS, HAMILTON MANUFACTURING COMPANY, LAWRENCE MANUFACTURING COMPANY, MASSACHUSETTS COTTON MILLS, MERRIMAC MANUFACTURING COMPANY, TREMONT AND SUFFOLK MILLS — LOWELL.

A strike of operatives in the Lowell cotton mills took place on March 28, resulting from a movement begun the year before. Neither party had referred any dispute to the Board's judgment, or suggested any plan, or advanced any proposition for a settlement that the other would accept. Under the law the Board could still investigate and report the facts, if it appeared that such report might bring about a cessation of hostilities, or if urgent demand for accurate information were made by the public. While acting as mediator the Board had not discovered any means to restore harmony, but on request of the General Court and by direction of His Excellency the Governor renewed its efforts, and made a report which the Governor transmitted to the Legislature, as follows:—

EXECUTIVE DEPARTMENT, BOSTON, April 22, 1903.

The Honorable Senate and House of Representatives.

I transmit herewith for your information the report of the investigation of the strikes or lockouts now existing in the textile industry in the city of Lowell, this day presented to me by the State Board of Conciliation and Arbitration. This investigation has been conducted by the State Board under and in accordance with the duties imposed upon it by law as provided in section 2, chapter 106 of the Revised Laws, as amended by chapter 446 of the Acts of the year 1902.

I am informed that your honorable bodies on the 6th of April adopted an order directing the State Board of Conciliation and Arbitration to make an investigation in this matter and to report

to you. Recognizing that the General Court is aware of the fact that the State Board of Conciliation and Arbitration is a part of the Executive department of the government, and therefore neither directly nor indirectly under the authority of the Legislature, I must construe the order as only a request for information in regard to the subject thereof, and in accordance with such construction I take pleasure in transmitting the report of the Board to you.

JOHN L. BATES.

REPORT.

BOSTON, April 22, 1903.

To His Excellency JOHN L. BATES, *Governor of Massachusetts.*

DEAR SIR:—The State Board of Conciliation and Arbitration respectfully submits to you, as the head of the Executive department of the Commonwealth, its report of the investigation of the Lowell strike, in which you have been so deeply interested.

Respectfully yours,

WARREN A. REED, *Chairman.*

STATE BOARD OF CONCILIATION AND ARBITRATION,
BOSTON, April 22, 1903.

In the matter of the strike or lockout in the cotton mills of Lowell.

The attention of this Board was called to the Lowell textile controversy through a notice from the mayor of that city, acting in conformity with the provisions of chapter 106, section 2 of the Revised Laws. Under that law, as amended by chapter 446 of the Acts of 1902, the Board has investigated the causes of the controversy in the textile industry of Lowell and makes the following report:—

As a part of the investigation, public hearings were given at the City Hall in Lowell on the 9th, 10th, 13th, 14th, 15th and 17th of April, at which all persons were given full opportunity to be heard. Representatives of both parties and of the public appeared. Being invited at the outset to make a statement for the operatives, the president of the Textile Council said that he appeared by instruction to ascertain the scope of the inquiry, the method of procedure, and whether the books of the manufacturers were to be examined. He was informed that the investigation would be conducted under the provisions of the statute already referred to. The seven corporations involved appeared. Their treasurers offered to submit

their books to the Board and to such experts as were of recognized discretion and intelligence, not as a matter of right and for a precedent, but for the purpose of this investigation only.

The work people's committee appeared at the next hearing, with their legal advisers. The counsel for the operatives claimed that, inasmuch as the general prosperity of the country and the fact of higher wages in manufacturing centres like Fall River and New Bedford had been conceded in previous conferences between employers and employed, a *prima facie* case had thereby been admitted, and there was no necessity for them to introduce any evidence. Accordingly, they offered no testimony at this or any of the subsequent hearings.

The Board supplemented the hearings by inspection of the mills. Two of the principal mills were visited in company with representatives of the owners and of the employees, another was visited by the Board alone, and the remaining four by a disinterested expert, who has reported the result of his investigations to the Board.

Circumstances.

The present strike or lockout was the result of a movement which began in March, 1902. On the 15th of that month the Lowell Textile Council demanded in writing an increase of 10 per cent. in the present wage scale. The agents answered that the average wages then paid were as high as had ever been paid, even in the most prosperous seasons; that the cost of raw material and the prices for the manufactured fabrics were such that a 10 per cent. increase would necessitate rather the closing of the mills. On the 26th of the same month the Textile Council voted to strike on the following Monday, unless the increase were conceded. The agents thereupon made a public statement of the reasons governing them in making the refusal, which was printed in full in the local papers on March 26, 1902. On March 27 active preparations were begun by the mill managers for a prolonged closing of the mills, and on the same day this Board invited both parties to a conference on the 29th, with a view to averting the threatened strike. Mr. William E. Badger, the acting mayor, appointed a committee of citizens to make a similar effort. This committee held a meeting on the 28th of March at the City Hall, calling in first the mill

managers and then a committee of the Textile Council, and prolonged the session through the night until the morning of Saturday, March 28, when the strike was declared off. The report of that committee of citizens was as follows:—

HON. WILLIAM E. BADGER, *Acting Mayor of the City of Lowell.*

DEAR SIR:—On the twenty-sixth day of March last, at a meeting of the Lowell Textile Council, attended by delegates from nine labor unions, which comprised a considerable number of the employees in the mills of this city, a strike by all the members of such unions was ordered by vote of the meeting for the following Monday, March 31, unless in the mean time an advance of 10 per cent. in their wages should be granted by the officials of the mills in which they were employed.

The officers of the mills having declined to increase wages, it was the general expectation on March 27 that the vote referred to would be carried into effect. A strike would have been disastrous to the entire community. Every local interest would have suffered severely; seven of the largest mills in the city would have been closed for an indefinite period of time; nearly 17,000 operatives would have been without employment; \$125,000 paid in wages weekly and not less than \$15,000 per week paid by the seven mills referred to for supplies purchased from local dealers would have been withdrawn from the channels of trade. Such a situation was to be deplored by all men having the best interests of the community at heart.

In this crisis, at your invitation we assembled at City Hall on Friday, March 28, to consider what, if anything, might be done to avert the impending strike. None of us courted the task; in fact, all of us entered upon it reluctantly, and much distrusting our ability to effect the object in view. None of us had any interest to promote other than that which was common to all of our citizens. Pressing engagements were waived, and personal business of importance was neglected, in obedience to what seemed to us to be an imperative summons to civil duty.

After organizing as a committee, we invited Messrs. William Rafferty, Joseph Ashton, Robert Conroy, Patrick Sheridan, D. J. Morrow, Michael Dugan and J. P. McDonald, gentlemen constituting a committee appointed at the meeting of the Textile Council above mentioned, to meet us at City Hall. They kindly responded to our invitation at once.

We said to them in substance that we did not intend to meddle with their affairs, or to thrust our advice upon them, or to officiously interpose between them and the officials of the mills; that our attitude was simply that of men who were interested in the general public welfare; that we should much regret to see a strike; and that our services were at their command, if it occurred to them that we could be useful to them in any way in the pending controversy.

Later in the day we used substantially the same language in stating our position to such of the agents and superintendents of the mills affected by the vote referred to as could be reached, they courteously meeting us at City Hall in response to our invitation. In our interview with these gentlemen we asked if the desired advance in wages could not be made, urging upon them such considerations as occurred to us in favor of a substantial increase. They informed us that, while it would be personally gratifying to them to see wages advanced, yet the state of the business of the mills was such that any increase whatever would then be impossible; but that when, and as soon as, the conditions of trade were such as to admit of higher wages, they would gladly favor an increase.

We at once reported the result of this interview to the committee of the Textile Council, regretting as much as they that our report was not more satisfactory. We could only say to them that the issue rested with them; that we hoped that, in deciding upon their course of action, they would carefully consider the effect of a strike not only upon the operatives but upon the entire community, the probability or improbability of its success and the possible consequences of defeat in case of failure; and we asked of them due consideration of the many suggestions which they had permitted us to make.

This is but the briefest summary of conferences and interviews which occupied us continuously from noon of Friday, March 28, until 4 o'clock the following Saturday morning, at which time the committee of the Textile Council informed us that they had decided to take the responsibility of declaring the strike off.

In making this announcement, they asked us if we would make a further effort to secure an increase in wages, and use our influence to that end. We immediately replied that we would do so, at the same time stating explicitly that we did not know that we could influence the officials of the mills in the slightest degree; and repeating what had been said by us before in the course of the preceding day and night,—that it would be idle for us to give any assurances; that they should not proceed upon the assumption, from anything we had said, that wages would be increased; that we personally were powerless in the matter, and could only use in their behalf such influence, if any, as we possessed.

In our interview with the agents and superintendents above mentioned they informed us that the mills affected by the vote referred to, in anticipation of its being carried into effect on Monday, March 31, had made preparations, involving considerable labor and expense, for a period of idleness beginning on that day; and it became a question with us whether the conditions would be such as to admit of the usual employment of the operatives on Monday morning, which the committee

of the Textile Council seemed to think desirable. We therefore appointed a sub-committee, consisting of Messrs. Pollard, Fifield, O'Sullivan and Lilley, to confer with the agents and superintendents of the mills on that subject at the earliest moment; and, remaining at City Hall for that purpose until late Saturday forenoon, they there met those officials, who assured them that, although the time was short, every effort would be made to have the mills in running order on Monday morning. We understand that substantially all of the employees were provided with employment as usual at that time.

Pursuant to our promise to the committee of the Textile Council to make a further effort to secure an advance in wages, we appointed a sub-committee, consisting of Messrs. Pollard, Fifield, O'Sullivan and Lilley, to interview the treasurers of the manufacturing companies affected by the vote of the council above mentioned upon that subject; and on April 7 last, at Boston, the sub-committee met Messrs. Charles L. Lovering, treasurer of the Massachusetts Cotton Mills and the Merri-mack Manufacturing Company; Eliot C. Clarke, treasurer of the Boott Cotton Mills; Charles B. Amory, treasurer of the Hamilton Manufacturing Company; Alphonso S. Covel, treasurer of the Tremont and Suffolk Mills; Clifton P. Baker, treasurer of the Lawrence Manufacturing Company; and Alexander G. Cumnock, treasurer of the Appleton Company.

The sub-committee was received by the treasurers courteously, and discussed with them at length the labor situation in Lowell, narrating in detail what had taken place from the time we consented to act as a committee by your appointment, and giving especial emphasis to our appreciation of the public-spirited attitude of the committee of the Textile Council, and of the high class of operatives whom the latter represented. The sub-committee urged an increase in the wages of the employees in the mills, presenting many considerations in support of the request. Without giving a decisive answer at that time, but stating that the request would be given careful consideration, the treasurers yet said that the conditions of the market as affecting both material and manufactured product were most unpromising for the companies represented by them; that in the case of some of them they could more profitably suspend operations entirely than continue running their mills under an increased schedule of wages; and that, in the absence of unexpected favorable changes in the conditions of trade, it would probably be necessary to close at least two of the largest mills in the city during a considerable part of the summer.

The sub-committee having duly reported to us, we communicated with the committee of the Textile Council, and at their suggestion met the members of the council at City Hall on the evening of April 15 last. At this meeting, which was largely attended, we gave a full account of

the interview of the sub-committee with the treasurers; and then said that we doubted if we could be of further service as a committee, but that, if the members of the council so desired, we would maintain our organization for a time, in anticipation of any possible opportunity for usefulness to them or to the public. It was the desire of the council, expressed to us in flattering terms, that we should not then terminate our organization.

We were not encouraged to believe that an advance in wages could be secured; but, deeming it proper to make another effort in that behalf, we instructed the sub-committee above mentioned to seek another conference with the treasurers, whereupon they addressed a letter to those gentlemen on April 23, of which the following is a copy:—

LOWELL, MASS., April 23, 1902.

TO CHARLES L. LOVERING, Treasurer Massachusetts Cotton Mills and Merrimack Manufacturing Company; ELIOT C. CLARKE, Treasurer Boott Cotton Mills; CHARLES B. AMORY, Treasurer Hamilton Manufacturing Company; ALPHONSO S. COVEL, Treasurer Tremont and Suffolk Mills; CLIFTON P. BAKER, Treasurer Lawrence Manufacturing Company; ALEXANDER G. CUMNOCK, Treasurer Appleton Company.

GENTLEMEN:—The undersigned, a sub-committee of the citizens' committee appointed by the acting mayor of Lowell some weeks since, to consider what might be done to avert a strike of the employees in the mills then apparently imminent, having duly reported the result of their recent conference with you at Boston, are instructed by the general committee to seek another interview with you at your early convenience, upon the subject of an advance in the wages of the operatives, if not of 10 per cent., then of 5 per cent., or some substantial amount.

Pursuant to such instruction, they write to say that they will esteem it a favor if you will kindly appoint a time when they may meet you for the further consideration of the subject referred to.

Very respectfully,

C. S. LILLEY.

A. G. POLLARD.

GEO. W. FIFIELD.

HUMPHREY O'SULLIVAN.

A reply, of which the following is a copy, was received by the sub-committee on April 26:—

BOSTON, April 24, 1902.

Messrs. C. S. LILLEY, A. G. POLLARD, GEO. W. FIFIELD, HUMPHREY O'SULLIVAN.

GENTLEMEN:—We acknowledge the receipt of your communication, dated April 23. We regret being obliged to say that the condition of business with the corporations which we represent is more unfavorable than when we met you a short time

since. Therefore, under present conditions it will be impossible to grant any advance whatever in wages, and we feel that no satisfactory result can come of another interview.

Yours truly,

MASSACHUSETTS COTTON MILLS,

by CHARLES L. LOVERING, *Treasurer*.

MERRIMACK MANUFACTURING COMPANY,

by CHARLES L. LOVERING, *Treasurer*.

BOOTT COTTON MILLS,

by ELIOT C. CLARKE, *Treasurer*.

HAMILTON MANUFACTURING COMPANY,

by CHAS. B. AMORY, *Treasurer*.

TREMONT AND SUFFOLK MILLS,

by A. S. COVEL, *Treasurer*.

LAWRENCE MANUFACTURING COMPANY,

by C. P. BAKER, *Treasurer*.

APPLETON COMPANY,

by A. G. CUMNOCK, *Treasurer*.

Having invited the committee of the Textile Council to meet us, we placed this correspondence before them, and, at their request, gave it to the press for publication.

As we stated to the council, we had exhausted every resource without avail to secure the desired increase in wages, and could see no way in which we could do more in their behalf. They expressed at that time, as well as upon several previous occasions, their entire satisfaction with our efforts to promote their cause, which, to our as well as their regret, had not proved more successful.

In making this report, which is to be considered a final one, discharging us from further service, we feel it to be our duty to place on record our appreciation of the fairness, good sense and breadth of view of Messrs. William Rafferty, Joseph Ashton, Robert Conroy, Patrick Sheridan, D. J. Morrow, Michael Dugan and J. P. McDonald. That the threatened strike, with all of its disastrous consequences, was averted, was due to the courage and public-spirited attitude of these gentlemen at a most critical time. Their fellow employees, as well as the entire community, are under a lasting debt of gratitude to them for their inestimable service.

We regret that our associate, Mr. Humphrey O'Sullivan, who rendered conspicuously efficient service in the conferences and interviews of which we have spoken, is unable, by reason of absence from home, to join us in this report.

Our thanks are due to Mr. William J. Meloy, who has acted as our

secretary, and who, by his courtesy and prompt attention to all requests for his assistance, has greatly facilitated our labors.

Respectfully submitted,

CHAS. S. LILLEY.	J. E. SHANLEY.
ARTHUR G. POLLARD.	FREEMAN M. BILL.
GEO. W. FIFIELD.	GEORGE H. TAYLOR.
ORRIN B. RANLETT.	CALEB L. SMITH.
PATRICK GILBRIDE.	J. H. GUILLET.
W. A. PARTHENAIS.	

The foregoing is printed in full for the reason that the impression prevailed among the work people that a promise was made that in the course of time wages would be increased voluntarily, under certain conditions.

The claim for an increase of 10 per cent. again took form on the 25th of February, 1903, in a letter from the Textile Council to the agents, which stated that the fact that the great industrial corporations of the country had advanced the wages of their employees (in many cases voluntarily) showed that the country was enjoying unbounded prosperity; and that the cotton industry was no exception to the rule was shown by the increased earnings of the Fall River and New Bedford mills, the average dividends in New Bedford being greater by 3.20 per cent. in 1902 than in 1901, notwithstanding the fact that they had increased the wages of their employees in those cities 10 per cent. in the spring of 1902. Furthermore, that the cotton mills of this city had all declared dividends during the past year, and that the cost of living has increased at least 25 per cent. A joint reply to this letter was sent to the Textile Council by the agents on March 14, 1903, in part as follows: —

We much regret the necessity of again refusing your request for an advance in wages, having hoped that the conditions would justify us in anticipating it. But the mills cannot afford to grant it. We take note of the reasons which you offer in your letter, and will answer them briefly.

It is true that, taking the country through, many corporations have recently advanced wages; but few of them are engaged in manufacturing of any kind, and none to our knowledge in the textile industry. It is also true that the business of the country as a whole is apparently prosperous. But the general prosperity has not extended to the mills.

of New England, excepting, it may be, in a certain degree to those having the most modern plants and turning out the highest grades of goods, or, in a few cases, some fortunate specialties. The wages which some concerns can afford to pay cannot be paid by the corporations of Lowell, the latest of which was organized sixty-four years ago.

To your remark that our mills have all declared dividends during the past year, we reply that statistics prove that the dividends of textile manufacturing to capital are steadily decreasing, while those to labor are increasing; those to capital are uncertain, but to labor they rarely fail. This is a general statement, but it is applicable to this case, and may easily be proved. We think the fact that the mills have paid moderate dividends is not a reason why they should take action likely to prevent their doing so hereafter.

To your assertion that the cost of living has increased 25 per cent., we answer that, if you mean to compare the present conditions with those prevailing at the date of the last advance, the statement is not justified by the facts. When you discuss this subject, you must, to be fair, take into account also that the mills are affected by many advances in cost of materials which you do not use, or which they use in vastly greater proportion than you, as cotton and coal; and that a commercial prosperity which does not improve in full proportion the price of their products is so much the worse for them.

In addition to all this, you should consider a fact not generally realized, which is that, without any public announcement, our mills are gradually raising wages as they introduce better goods and machinery to produce them, so that our books show materially higher average earnings to-day than appeared after the last general advance in the whole wage schedule.

On the 19th of March, 1903, a long conference was held between the seven mill agents and the committee of the Lowell Textile Council. The substance of the conference, which was fully reported by a stenographer, is as follows: The representatives of the council made reference to the conditions of the agitation a year ago, made a statement as to the dividends which the mills had paid and to dividends made by a considerable number of other mills outside of Lowell, touched upon the increased cost of living, and stated the earnings of some of the work people in New Bedford. They then took up the price of goods, with a view of showing the advance in prices on certain goods during the year. A very long list was read, showing the advance in prices. Explanations were made by the agents of differences between Lowell conditions and

conditions prevailing in the cases cited by the council. After the representatives of the council had made a full statement, and, as the agents then supposed, had finished their case, the latter read to the committee a reply, prepared in advance by them, on the supposition that they were able to anticipate all that could possibly be urged. In this answer the agents repeated their refusal, chiefly on the ground that the mills could not afford to grant the increase demanded, which would amount to 6 per cent. on their capital stock. Assuming that the Textile Council would agree that it was no more than fair that the stockholders should share in the profits of the business, the agents called the attention of the committee to the fact that the Fall River increase, on which great stress had been laid, was more than covered by the advance in the price of print cloths, so that the increase in wages received by the operatives was paid not by the manufacturers but by the consumer. It was pointed out that the diversity of product in the Lowell mills is so great that there is no one line in which they can control the market, as is done in Fall River. The history of the Lowell mills, the changes in the product since they were established, and the growing competition from southern mills, were all considered. It was conceded that Fall River and New Bedford pay more than Lowell, taking the mills as a whole. After the reading of the manufacturers' communication the conference dissolved, without making any progress to a settlement.

On the 24th of March the State Board of Conciliation and Arbitration, having received on the preceding day from the mayor of Lowell due notice of an impending strike, held an interview with the mayor and Mr. C. H. Conant, president of the Lowell Board of Trade. The State Board also met a committee of the Textile Council, as well as the secretary of the Lowell Cotton Manufacturers' Association, and made arrangements for a conference to be held on the 25th between the national officers of the Textile Union (Messrs. Tansey and Hibbert) and the agents of the cotton mills.

At this second conference the corporations were represented by their agents, the employees by four members of the local council, with the president and the secretary of the national organization. The same ground was gone over as in the former conference, but, in addition, it was asserted that the mills had promised the citizens' committee of the year before (1902) an increase of wages for the

operatives under certain conditions, which conditions had since been fulfilled. The agents denied having made any such promise, and the conference closed with no concessions on either side. All attempts at conciliation having failed, the Board then presented in person to each of the parties to the controversy a letter, officially urging them to submit their differences to the arbitration of some impartial tribunal, which should decide the matter in accordance with the evidence submitted. In answer to this request the following replies were received: —

MASSACHUSETTS COTTON MILLS, AGENT, W. S. SOUTHWORTH,
LOWELL, March 27, 1903.

To the Honorable State Board of Conciliation and Arbitration.

GENTLEMEN: — The members of the Lowell Cotton Manufacturers' Association desire to acknowledge the receipt of your communication of yesterday, addressed to their respective corporations, urging reference of the existing wage disagreement "to some impartial tribunal, to hear and determine in accordance with the evidence submitted."

While the companies are quite willing to have the merits of the controversy between themselves and the labor unions investigated, and would run the mills during such investigation if the operatives desired to work, they cannot agree to allow any outside person to decide finally as to the wages they are able to pay.

For the association, respectfully yours,

W. S. SOUTHWORTH, *Secretary.*

LOWELL TEXTILE COUNCIL,
HEADQUARTERS, CARDERS' TEXTILE HALL, 212 MERRIMACK STREET,
LOWELL, MASS., March 27, 1903.

Mr. BERNARD F. SUPPLE, *Secretary, State Board of Conciliation and Arbitration, Boston, Mass.*

DEAR SIR: — Yours of the 26th at hand, and contents carefully noted by the above-named council.

In reply, I would say that it was the opinion of the council that it would be practically impossible to get a full vote of the unions affiliated with the council on the recommendation of your Board before Monday.

I am yours truly,

J. P. McDONALD, *Secretary.*

Address: 6 GEORGE STREET, LOWELL, MASS.

On the same day, Saturday, March 28, the Textile Council sent the following letter to the several agents: —

DEAR SIR: — At a meeting of the Textile Council held this evening for the purpose of considering the final report of our officers and the result of the conference between our national officers and the mill agents of this city, also to consider the final instructions from the local unions affiliated with the Textile Council, and after due deliberation, it was voted unanimously that, if the advance in wages of 10 per cent. was not forthcoming by Monday, March 30, 1903, we shall cease work at noon Saturday, March 28, until such increase asked for is forthcoming.

This action is taken after we have exhausted all means known to us to obtain what we consider our rights by peaceable and honorable methods.

I am yours truly,

J. P. McDONALD, *Secretary.*

Previous to Friday it had been the intention of the mills to open for business as usual on the following Monday; but at that time a canvass was made by the agents to ascertain how many employees would present themselves on Monday morning, which satisfied them that it was perfectly plain that the mills could not be operated during the following week, because certain essential departments would be crippled. For that reason notices were posted just before noon on Saturday that the mills would close and remain closed until further notice.

Accordingly, the mills were not opened on March 30, and have remained closed since that time, with the exception of the Lawrence Manufacturing Company (hosiery), which has continued to run with a full complement of help except possibly in the mule spinning department.

Causes.

It is evident that the demand of the operatives for a 10 per cent. advance in wages and the refusal of the corporations to grant this demand are the immediate causes of the strike in Lowell.

The point at issue is as to whether the mills can afford the desired increase. The operatives assert that they can, basing this assertion upon the general business prosperity; upon the increase of dividends in Fall River and New Bedford, notwithstanding a 10 per cent. increase of wages in those cities in 1902; upon the higher rate of wages paid to operatives in Fall River and New Bedford; and upon the fact that the Lowell mills have been able to pay dividends to their stockholders.

To these statements the agents reply that peculiar conditions have prevented their mills from sharing in the general prosperity; that the increased dividends in Fall River and New Bedford were due to the demand for their special productions, in which they have little competition, and that the same cause has enabled them to pay higher wages to their operatives; and that the stockholders of the Lowell mills have a right to some return on their investments. To the claim made by the operatives, that the increased cost of living justifies an advance in wages, which in many instances are low, the agents answer that the increased cost of raw materials has seriously reduced profits, — that they have no profits from which to pay a larger wage. In proof of these statements, the corporations have consented to an examination of their books by the Board.

It has therefore been the duty of the Board to make a careful examination of the books of each of the companies, to ascertain whether an increased wage can be afforded.

This examination has been made by expert accountants of unquestioned ability and integrity, sworn to the service of the Board.

The method of examination of the books was as follows: The total value of the product of each year for each company in 1900 (this being the year after the last general increase in wages), 1901 and 1902 was obtained; this value in money was compared with the sum of the following items, viz.: stock or material used, coal and power, wages, salaries, dividends, dyeing, bleaching, napping, etc., freight, repairs, taxes, insurance, interest, commissions, improvement and all other necessary expenses. The difference between the first item and the total of the other items shows either a gain or a loss for that year. If a gain is shown, an allowance of 4 per cent. depreciation is subtracted, or, if a loss, is added, to show the true gain or loss for the given year in the given mill. Each year was taken separately for each mill, and the question whether there was a sufficient gain in any mill to allow an increase of wage was carefully considered.

Although the time allowed for the general investigation of the labor troubles in Lowell has been limited, the Board has endeavored to inform itself as far as possible on every question raised by either party.

The Board has been unable to find any definite foundation for

the belief held by the operatives that they were promised last year a future increase in wages under certain conditions. The Textile Council offered no testimony relating to the matter, and the only reference to the subject is in the report of the civic committee, made at the termination of its work last year.

On the issue made by the workmen as to the increased cost of living amounting to 25 per cent., the thirty-second report of the Massachusetts Bureau of Statistics of Labor, giving prices and cost of living from 1897 to 1902, shows a rise of prices in 1902 from 13.83 per cent. to 15.37 per cent. over those of 1897. On the other hand, it appears that the cotton mill wages were twice raised in 1899, first in April a raise in all the mills of about 6 per cent., restoring a reduction made a year before, and again on December 18, 10 per cent. The books of the Massachusetts Mills show the following increase in wages since 1898:—

	Per Cent.
Picker men, strippers, etc.,	16.0
Grinders,	20.0
Ring spinning fixers,	16.5
Mule spinning fixers,	15.4
Slasher men,	17.2
Loom fixers,	23.3
Mule spinners,	21.8
Weavers on plain goods,	14.0
Unskilled men,	16.0

The employees allege that there is a combination or association of mills in Lowell controlling the output and selling price of the product in such a way as to lessen wages. The agents acknowledge that they have an association which fixes wages in all the mills, with the object of securing uniformity in the wage scale, and for no other purpose. They believe that such uniformity is essential, and that its absence would cause endless trouble. Yet it seems to the Board only equitable that employees in a mill where profits are large should share in that prosperity, even though operatives in a less successful mill continue to receive a smaller wage. If the mill whose product its operatives help to create can afford to increase their wages, that increase ought not to be denied them because other mills in the same city cannot afford an advance.

An examination of the lists of stockholders does not indicate that the Lowell cotton mills are controlled by a combination.

It has also been asserted that the selling agents of the various mills control the prices in such a way as to depress wages. The full amount of holdings of the selling agents, as given in the following table, does not show that their interest is sufficient to give them control.

	Apple- ton Com- pany.	Boott Cotton Mills.	Ham- ilton Manu- factur- ing Com- pany.	Law- rence Manu- factur- ing Com- pany.	Massa- chusetts Cotton Mills.	Merrimack Manu- factur- ing Com- pany.	Tremont and Suffolk Mills.
Total shares,	4,500	1,200	1,800	12,500	18,000	27,500	20,000
Par value,	\$100	\$1,000	\$1,000	\$100	\$100	\$100	\$100
Market value February 25, 1903,	\$120	\$590	\$748½	\$110	\$96	\$88	\$105½
Total stockholders, . . .	198	315	419	442	655	843	468
Average shares per stockholder,	22.7+	3.8+	4.3—	28.3—	27.4+	32.6+	42.7+
Owned by selling-house, . .	2	14	160	84	50	100	267
Largest single holding, . .	639	107	85	1,483	488	2,388	3,705
Number of guardians, trustees, etc.	49	125	87	153	201	204	110
Women shareholders, . . .	56	89	158	156	239	322	183
Aggregate capital, seven mills, \$11,250,000.							

On the question of salaries paid to officials, statistics taken from the United States census of 1900 show that, out of every hundred dollars received from goods made, \$1.63 was paid in salaries in the Fall River cotton mills, \$1.51 in New Bedford and \$1.43 in Lowell.

Inspection of the mills themselves by the Board and by a disinterested and impartial expert has shown that the Lowell corporations labor under a disadvantage, in comparison with those having modern plants. Even in cases where improved machinery has been introduced, the mill is ill adapted to such machinery.

Lowell manufacturers have to meet southern competition on coarser goods, and that of the best-equipped modern mills in finer fabrics.

It is unnecessary to more than refer to the increase of southern

mills during the last ten years to show that Lowell has a formidable competitor there. Of the total gain of cotton spindles in the United States from 1890 to 1900, of 4,920,249, 53 per cent., or 2,747,839, were in the south, which produces the plain, coarse goods such as are largely made in Lowell.

In view of these facts, and after careful study of the reports of the various experts employed, the Board finds that the claim of the mills that they cannot afford to increase wages is sustained, except in the case of the Lawrence Manufacturing Company, whose books show that this company is able to grant the advance demanded.

In closing, the Board desires to acknowledge the valuable service of Mr. Frank H. Drown, chief clerk of the Massachusetts Bureau of Statistics of Labor, who has assisted in arranging the figures furnished so that conclusions could easily be drawn from them, and who, at the request of the Board, has prepared a statistical analysis of the manufacturing condition of the seven cotton mills in Lowell, herewith appended as a supplementary report.

Respectfully submitted,

WARREN A. REED,

RICHARD P. BARRY,

CHARLES DANA PALMER,

Board of Conciliation and Arbitration.

REPORT OF MR. FRANK H. DROWN, CHIEF CLERK, MASSACHUSETTS BUREAU OF STATISTICS OF LABOR.

BUREAU OF STATISTICS OF LABOR,
ROOMS 250-258, STATE HOUSE,
BOSTON, April 20, 1903.

To the Board of Conciliation and Arbitration, State House, Boston, Mass.

GENTLEMEN: — In pursuance with your request for a statistical analysis of the manufacturing condition of the seven mills in Lowell in which a strike has occurred, I beg leave to submit the following: —

No full comparison on identical lines can be made between the mills in Lowell and those in Fall River and New Bedford, owing to the diversity of products, and from the fact that this office cannot make use of the annual reports made by the Fall River and New Bedford corporations; such use would be contrary to the law. The returns of the Lowell mills, however, were made available

through the courtesy of the mill management in authorizing this office to permit an examination of the same for your use.

The first table which accompanies this report (marked Exhibit A) is based upon the written statements made by the expert accountants, and shows the cost of production, for the three years under consideration, for all of the mills except the Lawrence Manufacturing Company, whose books were not in condition to make extracts from for the year 1900, owing to changes which occurred in that year in the kinds of goods produced, the mill being changed over from a textile to a hosiery plant. In the case of the Hamilton Manufacturing Company, six months only are given for the year 1900. For 1901 all of the mills appear, and for 1902 the same is true except for the Lawrence Manufacturing Company. As their financial year ended in April, 1903, their report for 1902 covers only eleven months.

Exhibit A. — Cost of Production.

CLASSIFICATION.	AMOUNTS.			PERCENTAGES.		
	1900.	1901.	1902.	1900.	1901.	1902.
Stock used and materials consumed,	\$10,856,751 45	\$14,040,571 13	\$14,449,532 22	63.42	65.87	66.12
Wages paid,	4,489,722 53	5,522,128 97	5,754,210 03	26.23	25.90	26.33
Salaries paid,	213,055 26	290,503 52	283,798 21	1.24	1.36	1.34
Freight,	165,317 66	162,498 03	149,577 83	.97	.76	.68
Repairs,	752,823 89	582,245 05	550,306 41	4.40	2.73	2.52
Taxes,	188,981 21	223,781 64	215,394 90	1.10	1.05	.99
Insurance,	83,343 08	111,913 10	102,995 35	.49	.53	.47
All other expenses,	368,665 91	383,327 24	338,706 50	2.15	1.80	1.55
Totals,	\$17,118,660 99	\$21,316,968 68	\$21,553,521 45	100.00	100.00	100.00

1900. Book examinations made for full financial years for five mills, one-half year for one mill, and no return for one mill.

1901. Book examinations complete for full financial years for seven mills.

1902. Book examinations complete for full financial years for six mills and for eleven months for one mill.

The term "cost of production" means the combined sum of the values of materials, services and expenses, which form the cost of the articles manufactured up to the point where the manufacturer is ready to sell them.

You will note from the table, taking a year for which we have full returns, that in 1901 the value of stock and materials used amounted to \$14,040,571.13, or 65.87 per cent. of the total cost of production; wages paid to operatives and other mill employees to \$5,522,128.97, or 25.90 per cent. of the cost; and salaries to \$290,503.52, or 1.36 per cent. of this total cost.

To express this in a different way, let me say that in 1901, out of every one hundred dollars expended for the production of goods, \$65.87 was paid for stock and materials, \$25.90 for wages, \$1.36 for salaries, 76 cents for freight, \$2.73 for repairs, \$1.05 for taxes, 53 cents for insurance, and \$1.80 for all other expenses. In 1902 there are several slight changes. It costs \$66.12 out of every one hundred dollars for stock and materials (25 cents more than in 1901), \$26.33 for labor (43 cents more than the year before), and \$1.34 for salaries. This last item shows less cost than in 1901, as do the items of freight, repairs, taxes, insurance and all other expenses. Therefore it appears that stock and wages cost more in 1902 than in 1901, while there were some economies made in management.

Profits do not enter into the consideration of cost of production. This term includes only those items of expenditure needed to bring the article made to the point where it is *ready for sale*. Having reached that point, the question of profits becomes a factor. Expenses do not cease when goods are ready for sale, so that, if a manufacturer adds a certain sum to the cost of his goods and calls it profit, that profit will be reduced by the amount of selling expenses, as well as by interest, depreciation of plant, losses by bad debts, etc. This factor is usually termed, statistically, "excess of selling price over cost of production."

In Exhibit B we show the addition to cover the items of interest and commissions.

Exhibit B.

	1900.	1901.	1902.
Cost of production,	\$17,118,660 99	\$21,816,968 68	\$21,853,521 45
Interest,	334,546 85	472,273 48	453,311 95
Commissions,	297,832 57	464,333 56	676,736 07
Totals,	\$17,751,040 41	\$22,243,575 72	\$22,983,569 47

Every item except an allowance for losses and depreciation has now been added, and the selling value of the goods produced has been determined. This selling value was as follows:—

1900,	\$19,769,143 00
1901,	22,430,582 00
1902,	23,735,261 00

Subtracting from the selling value, above, the costs shown on Exhibit B, we secure a gross profit as follows:—

1900,	\$2,018,102 59
1901,	187,006 28
1902,	751,691 53

We have now arrived at the point where the question of dividends to be paid to the stockholders, an allowance for depreciation of plant, and the addition of new equipment, must be considered.

Mr. Southworth stated that 4 per cent. was a fair allowance for depreciation, and that amount has been figured upon the capital stock. Deducting these items from the gross profits, we secure the following:—

1900,	\$434,365 42	Gain.
1901,	1,160,151 22	Loss.
1902,	888,467 85	Loss.

In only one year, namely, 1900, did the mills show a gain over all expenses. In 1901 the loss was over one million dollars, all the mills being considered, and in 1902 also the loss amounted to nearly one million dollars.

Considering the cost of production, we find that the total value of stock and materials used during the year 1902 increased 14.9 per cent. as compared with 1900, and 2.3 per cent. as compared with 1901; while the value of goods made decreased 1.5 per cent. in 1902 as compared with 1900, and increased 5.8 per cent. as compared with 1901.

Considering the matter of wages paid, in the same manner, we find that in 1902 as compared with 1900 the amount paid out in wages decreased 5.4 per cent., while in 1902 as compared with 1901 the amount paid out in wages increased 4.2 per cent.

Combining the value of stock used with wages paid, these being the largest items in the cost of production, we find that in 1902 as compared with 1900 it cost 8.7 per cent. more to produce goods, which goods in the same period exhibited a decrease in selling value of $1\frac{1}{2}$ per cent.; while comparing 1902 with the year immediately preceding, 1901, we find that it cost 2.9 per cent. more to produce goods which in the same period exhibited an increase in value of 5.8 per cent.

Considering the condition of stockholders in these mills, we secure the following:—

Exhibit D.

CLASSIFICATION.	1900.	1901.	1902.
Average investment per stockholder,	\$3,357 21	\$3,353 51	\$3,369 27
Average dividend per stockholder,	170 39	168 85	155 88
Average dividend per share of stock,	5 08	4 86	4 63
Average yearly earnings for operatives,	359 00	361 18	369 30

On an average, in 1902, each stockholder had an investment of \$3,369.27, and his return was at the rate of \$4.63 for each share of stock held, or an average for each stockholder of \$155.88 for the year.

The average investment of the stockholder increased in 1902 over 1900 \$12.06; while, on an average, he received in dividends \$14.51 less (a loss of $8\frac{1}{2}$ per cent.), the dividend per share of stock being 45 cents less (a loss of 8.9 per cent.). On the contrary, the gain in average yearly earnings was \$10.30 per operative (a gain of 2.9 per cent.), as will be seen in the following table:—

Exhibit E. — Lowell.

	1900.	1901.	1902.
Average number of males employed,	6,566	6,105	6,215
Average yearly earnings,	\$471 06	\$473 61	\$473 11
Average number of females employed,	6,377	5,795	6,205
Average yearly earnings,	\$336 67	\$338 46	\$361 39
Average number of young persons employed,	3,927	3,754	3,916
Average yearly earnings,	\$207 89	\$213 42	\$217 06
Total, without regard to sex or age,	16,870	15,654	16,336
Average yearly earnings,	\$359 00	\$361 18	\$369 30

It is evident that on the average the condition of labor as to average yearly earnings was better in 1901 than in 1900, and in 1902 better than in either of the preceding years. In only the case of males employed is a decrease shown in any year, and that occurs in 1902, when average yearly earnings declined 50 cents per individual, as compared with 1901; those of the females increased \$22.93; and those of the young persons under twenty-one years of age increased \$3.64 in the same year.

The question, therefore, as to the possibility of the Lowell mills paying its operatives an increase of 10 per cent. can only be answered after a consideration of the question, "Does the condition of the mill as a productive power enable it to earn sufficient to pay the share which reasonably belongs to capital as well as the share properly belonging to labor?" The results of the investigation of the books seem to warrant the inference that material improvement in the workingman's condition is not to be expected from the mills in their present financial situation.

Respectfully submitted,

FRANK H. DROWN,

Chief Clerk, Massachusetts Bureau of Statistics of Labor.

PAINTERS, PAPERHANGERS — LYNN.

On April 1 members of the Painters and Decorators' Union No. 111 struck in nine shops in Lynn to enforce a demand for an increase from 31½ to 35 cents an hour. Their request had been granted in other shops. By April 5 there was great apprehension that the strike might extend into other building trades, but on the 6th the Building Trades' Council indorsed the strike of the painters. Some 225 men had struck. The difficulty was characterized by much good feeling.

On the 8th the Board interposed with an offer of mediation, and was informed that arrangements were being made for a conference. The Board expressed its readiness to intercede whenever negotiations should slacken. The master painters stated that they would apply to the Board in case present negotiations should fail. That evening a communication from the employees, asking for a conference the next day on the increase demanded, resulted in several meetings. Negotiations were protracted for the reason that business was good, there was work for all and the incentive to settle was therefore lacking.

On the 13th the parties met by committee and conferred on all points remaining to be settled, and before adjourning all the demands of the employees were considered. At this conference new prices presented by the paper hangers were also accepted by the employer. The strike was thereupon declared off, and there has been no recurrence of the difficulty.

**HERBERT E. FLETCHER & CO., FRANCIS A. MAL-
LORY, PERLEY A. CARKIN, LEWIS P. PALMER,
H. V. HILDRETH, WINSTON & CO.—WESTFORD
—CHELMSFORD.**

On April 1 employees in five granite quarries of Westford and Chelmsford, numbering in all 585 quarrymen, went out on strike to enforce a demand for 8-hour day without reduction of pay. The employers and employees were resolved that there would be no surrender.

On April 15 the Board investigated, with a view of composing the difficulty, but did not find a disposition on either side to give much hope of conciliation. The matter was protracted for several weeks. One of the quarrying firms, Fletcher Brothers, with the help of new hands, quarried stone which they delivered to Brockton, with a view to laying the same as pavement, under a contract; but the union of that city refused to perform the work. They thereupon leased their quarry to a western firm, Winston & Co., and retired from business.

Men lately arrived in the country were set to work in this quarry, the union having refused the new firm's offer of a scale of prices from 16 to 22 cents an hour, and work 9 hours. The union's demand was for the 8-hour day, at \$1.75. The firm was willing to pay \$1.76 for 8 hours, but they required 9 hours a day, which would amount to \$1.98.

In the first week of May it was reported that 125 were working in the Fletcher quarry, several of whom had been out on strike. In the middle of May it was estimated that one-half of the men who struck were back at work and the others were applying for work. These,

however, were compelled to wait until there should be vacancies. On May 19, through the efforts of Mr. Rourke, a conference was had between the union and one of the quarry owners, Mr. Mallory, which resulted in an agreement, and the men returning to work on the union scale with an 8-hour day.

CHESLEY & RUGG — HAVERHILL.

The following decision was rendered on April 2 :—

In the matter of the joint application of Chesley & Rugg, shoe manufacturers of Haverhill, and their employees in the cutting department.

Questions of price for competent workmen of average skill and capacity in the cutting department of the shoe factory of Chesley & Rugg, at Haverhill, were referred to the Board, the workmen alleging that the wages received were “insufficient, and lower than in other shoe centres.” A hearing was given, and the matters in dispute carefully investigated. After due consideration the Board recommends the following rates per week of 59 hours :—

Cutting outsides,	\$15 50
Cutting cloth linings and gores,	13 50
Cutting trimmings on block from whole stock,	11 50
Cutting trimmings with a knife,	12 75
Sorting,	15 50

By the Board,
BERNARD F. SUPPLE, *Secretary.*

CONDON BROTHERS & CO. — BROCKTON.

On the second and fifteenth days of April joint applications were received from Condon Brothers & Co., shoe manufacturers of Brockton, and stitchers in their factory, referring a controversy concerning prices for certain items of work submitted.

Subsequently, in view of an effort made to settle the matter by negotiation, the applications were placed on file, by joint request.

AMERICAN TYPEFOUNDERS COMPANY—BOSTON.

The American Typefounders Company of Boston, having business houses in several large cities, had been working under a trade agreement up to last April, when a new agreement was proposed, stipulating that in the matter of employment union men were to be given the preference.

The company refused to accept the proposition, and afterwards proposed a contract to individual employees, which they refused to sign; and, after several conferences, a disagreement arose which resulted in strikes in Chicago, St. Louis and Cincinnati.

Early in July individual agreements presented to employees of the company in New York and Philadelphia were rejected by them, whereupon the union hands employed in those type foundries were locked out.

A similar paper was presented to the 60 typefounders employed by the company in Boston, 45 of whom were members of the union. Ten union men and 15 non-union men affixed their names to the new agreement.

A committee of the Boston Allied Printing Trades Council called upon the Boston manager on the 10th of July to confer upon the difficulty which had arisen; but the conference was without result, and the 35 union men who had not signed were thereupon locked out until they should agree to sign as individuals.

The Board offered its services as mediator, and on the following day, October 8, the attitude of the company was stated by its attorney.

A general strike was ordered on October 9, whereupon the hands that had remained in the foundry, those who had signed, ceased working. Only 5 employees stayed in.

On the ninth day of January, in the thirteenth week of the strike, the general officers of the organization notified the employees to return to work on the best terms that they could make. In view of the fact that several new hands had been hired to take their places, this was not easy to accomplish.

J. W. TERHUNE SHOE COMPANY — BROCKTON.

A controversy between the J. W. Terhune Shoe Company and lasters was brought to the notice of the Board on April 9. It was learned, however, that the parties had agreed to accept in settlement of their own differences the decision in the case of W. L. Douglas Shoe Company, which may be found in another part of this report.

ROCKPORT GRANITE COMPANY — ROCKPORT.

On April 11 notice of a threatened difficulty was received from the Rockport Granite Company. The engineers had demanded an increase of 3 cents an hour, instead of the 1 cent which had been agreed upon at a settlement made some time ago. The Board advised the parties to meet in conference at some date to be determined, and to notify the Board when they were ready. It appeared

that two unions were involved, the engineers' and the stone cutters'.

A letter stating that a conference of parties had been agreed to by the quarry manufacturers and a committee of the engineers, which was to take place at such a time as the State Board might appoint, and inviting the Board to be present at that time, was received on the 27th from Charles H. Rogers, treasurer of the Rockport Granite Company. The 30th was the day appointed, and the Board was present at the conference. Mr. C. H. Rogers and his son represented the employer, and the engineers were represented by a committee of five. A majority of the quarryworkers' committee, parties to an agreement made at Gloucester on May 29, 1902, were also present. At that time a demand for 2 cents an hour was settled by allowing 1 cent, and agreeing to add another cent on May 1, 1903, if the business of the company should warrant it, and that the agreement should continue in force until May 1, 1904.

The present demand of the engineers' union was for 3 cents an hour. The company claimed that under the agreement the members of that union were bound by the agreement until May 1, 1904; but the engineers' committee stated that, although an engineer at the conference claimed to represent all the engineers, they were not amenable to the conditions because they had since then formed a separate union of their own. The agreement, they said, bound those engineers only who were members of the quarryworkers' union; but they admitted that the other engineers had acquiesced in the result of the conference, and had accepted the benefits arising therefrom. A long dis-

cussion ensued, and closed with the understanding that the committee would make a new and reasonable agreement of their own with the company. They would try to bring about a commutation of the demand at their meeting in the evening, in order to preserve the peaceful relations established in May, 1902. The Board advised them to continue as they were until the expiration of the agreement, when they would be free to make a new one, inasmuch as they had not protested against the conference committee when an engineer was present, and was understood to represent all the engineers in the employ of the company, and when they had accepted the benefits resulting from the agreement.

On May 2 the parties renewed their conference, and an amicable settlement resulted from the conciliatory attitude on both sides. There has been no recurrence of the difficulty.

BOSTON TOWBOAT COMPANY — BOSTON.

Early in the year preparations were made by the marine engineers for an increase in wages along the whole seaboard, to go into effect the first day of May. The affairs of the workmen in question were in Boston lodged with the officials of the Hub Marine Engineers' Beneficial Association No. 49, with headquarters in East Boston. The association, as its name implies, is a friendly society, but, as may be inferred from the sequel, capable of playing the part of a trades union on occasion. The demand, which concerned the classification of engineers and the prices desired, together with the reasons therefor, was set forth in the following circular:—

MARINE ENGINEERS' BENEFICIAL ASSOCIATION NO. 59,
EAST BOSTON, MASS., April 15, 1903.

A careful comparison of the duties and responsibilities of the marine engineer of the present with those of his brother of a few years ago justifies the conclusion that, of all the trades, professions or callings, this is the only one that has not been recognized in the phenomenal advancement that has followed the demands for increased capacity, higher efficiency and a more economical practice. These demands have made necessary a higher order of ability; increased professional and mechanical resources; greater powers of endurance, both mental and physical; a stoical courage and a versatility that is certainly the most important adjunct of the successful engineer.

The engineer must at any time be ready for emergencies that are seldom thought of and never anticipated, which, to the ordinary professional mind and those unacquainted with the modern practice of marine engineering, are appalling in their possibilities of suffering, distress, disaster and death.

There are no questions asked of a marine engineer regarding his own estimate of his ability to demonstrate the efficiency of any appliance or adjunct of his business, but it is simply hurled at him, with the injunction to see that it is successfully and properly operated; and there must be no shirking of responsibility, no sacrifice of dignity, no acknowledgment of incompetency, but an absolute acceptance of any condition that may be presented, and a willingness to guarantee satisfactory results.

Many of the conditions above quoted are questions that have for years agitated the minds of the most astute scientists and the most profound students of the age, and are yet receiving their closest attention; but it seems that the marine engineer of to-day must needs meet all of these conditions, and be ready with a solution of the problem; and experience has given us to understand that the *one* man who has the courage, confidence, faith and ability to meet any and all of these theories *is* the marine engineer. It seems strange that, with all this added responsibility, the necessity for a higher order of intelligence, the demand for closer attention, the ability to discharge the most onerous duties, and the possession of the highest executive and administrative ability, there has been no

recognition of the enhanced value and necessity of the competent engineer; but the pay remains practically and emphatically where it was thirty years ago, long before the present practice was dreamed of; and it must not be considered strange or presumptuous if the engineer himself has at last determined to give some attention to the matter that should have had the attention of his employer years ago.

If manhood is to gain in power and its dignity to be upheld, and if life is to increase in value, there certainly should be some encouragement for the worker who is looking in that direction; and what better encouragement can be offered than the assurance of living more comfortably, wearing more seasonable garments, giving our children a better education, and demanding of the community that we shall be recognized and acknowledged as good citizens while living among them? To do this, we have concluded that we are entitled to a little better compensation than we have been receiving; and for this purpose we have had under careful consideration for some months the question of how this could be brought about. Plans have been examined, methods compared, opinions formed and decisions made, and in all these deliberations we have endeavored to keep our minds clear and our estimates unbiased, and have decided that the result of that deliberation will appear as fair to you as it does to us, from the fact that we have endeavored to keep away from any contingency that would prove unfair, unjust, annoying or inconvenient. The result of our consideration of this matter, for which we invite honest criticism and careful attention, is the subjoined schedule of wages and conditions of service, to take effect May 1, 1903, which has been approved and adopted by the members of M. E. B. A. No. 59 of the port of Boston.

CLASSIFICATION.

Central and South America, West Indies and all bound to Pacific. — Ocean and Coastwise Steamers, Towboats and Steam Lighters.

First Class, A, single screw, 2,500 tons and over; First Class, B, twin screw, 2,500 tons and over; Second Class, A, single screw, 1,200 and under 2,500 tons; Second Class, B, twin screw, 1,200 and under 2,500 tons.

All to carry three assistants and at least two oilers, in addition to engineers.

Wages, with board: First Class, A, chief, \$150; first assistant, \$90; second assistant, \$80; third assistant, \$70. First Class, B, chief, \$150; first assistant, \$95; second assistant, \$80; third assistant, \$70. Second Class, A, chief, \$135; first assistant, \$85; second assistant, \$70; third assistant, \$60. Second Class, B, chief, \$135; first assistant, \$90; second assistant, \$70; third assistant, \$60.

First Class, A, single screw, 2,500 tons or over; First Class, B, twin screw, 2,500 tons or over; Second Class, A, single screw, 1,200 tons or over; Second Class, B, twin screw, 1,200 tons or over. .

Runs exceeding twenty-four hours to carry three assistants; of less than twenty-four hours to carry two assistants. All ships to carry at least two oilers, in addition to engineers.

Wages, with board: First Class, A, chief, \$150; first assistant, \$90; second assistant, \$80; third assistant, \$70. First Class, B, chief, \$150; first assistant, \$95; second assistant, \$80; third assistant, \$70. Second Class, A, chief, \$135; first assistant, \$80; second assistant, \$70; third assistant, \$60. Second Class, B, chief, \$135; first assistant, \$85; second assistant, \$70; third assistant, \$60.

Excursion Steamers.

Class 1, 125 tons and under; Class 2, 126 tons to 550 tons; Class 3, 561 tons and over.

Wages, with board: Class 1, one engineer, \$100 per month; Class 2, two engineers, \$110 and \$90 per month, and one oiler; chief, \$1,200; Class 3, two engineers, \$120 and \$90 per month, and two oilers; Class 3, three engineers, chief, \$120 running and \$100 if laid up; Class 3, two engineers, assistant, \$90 running and \$75 if laid up.

Bay and Harbor Tugs.

Class 1, outside towboat of 175 gross tons or over: chief, \$125 and board; first assistant, \$80 and board; second assistant, \$60 and board.

Class 2, outside towboat of 174 gross tons and under: chief, \$110 and board; assistant, \$80 and board.

Class 1, bay tugs of 17-inch cylinder and over: chief, \$90 and board; assistant, when necessary, \$3 per day and board; overtime for chief, without assistant, 35 cents per hour. Hours of labor not to exceed 12 per day; boats not to make over 75 miles run without assistant. Cylinder size means single engine or equal.

Class 2, harbor and bay tugs, all under 17-inch cylinder: chief, \$80 and board; assistant, when employed, \$3 per day and board; overtime for chief, without assistant, 35 cents per hour. Hours not to exceed 12 per day, and boat not to make over 75 miles run without assistant. Harbor boat, steam lighter and water boats, not living aboard: engineer, per week, \$25; Sundays, \$5; extra hours, 35 cents. Labor not to exceed 12 hours per day.

On April 24 the following letter was addressed by the engineers' organization in this city to the Boston Towboat Company, the Commercial Towboat Company, Nathaniel P. Doane, Eastern Steamship Company, Gloucester Steamship Company, George M. Chase, Charles Foote, Breymann Brothers and Rockport Granite Company: —

That possible misunderstanding in the matter of the wage scale recently presented to you by order of this association may be avoided, and an understanding that may be agreeable to all concerned reached, we respectfully suggest and request that a conference be held. This committee will be pleased to meet you at any time that can be made convenient. Communication can be had at any time by telephone, East Boston 307-4. Hoping that this suggestion will receive your attention and meet with your approval.

When the first of May arrived it was reported that the marine engineers of the steam and towboats of the harbor had, on the day preceding, effected settlement with every company but the Boston Towboat Company and a dredging company. It was stated that all along the coast a satisfactory increase had been granted. The Boston Towboat Company had been in business forty-seven years, and professed to be able to treat with its own men, and expressed a repugnance to the dictation of outsiders. On the receipt of the circular the officers of the company demanded an explanation of their engineers, who referred them to the association; but the company declined to treat with the men's committee.

The parties came together again at the request of the company, and an increase of \$10 a month was offered to all hands. It was claimed that 13 of the 17 employees accepted the increase, and the Towboat Company fancied

that that was the end of the matter; but subsequently the men, finding that the increase did not equal that paid by other companies, reported the same to the Hub Marine Engineers Beneficial Association No. 59, and on the 1st of May formally resigned from the services of the Boston Towboat Company. They did not call it a strike, however, for it was remembered that the law compels the engineers of all steamers of the United States merchants' service to employ none but licensed engineers, under penalty; and that the same law, to be equitable, must provide some protection against misconduct as to service of licensed officers, which it does in section 4449 of the Revised Statutes of the United States, as follows:—

If any licensed officer shall, to the hindrance of commerce, wrongfully or unreasonably refuse to serve in his official capacity on any steamer as authorized by the terms of his certificate of license, or shall fail to deliver to the applicant for such service at the time of such refusal, if the same shall be demanded, a statement in writing assigning good and sufficient reasons therefor, or if any pilot or engineer shall refuse to admit into the pilot house or engine house any person whom the master and owner of the vessel may desire to place there for the purpose of learning the profession, his license shall be revoked, upon the same proceedings as are provided in other cases of revocation of such licenses.

The Boston Towboat Company did all the towing business for the transatlantic steamship companies, incoming and outgoing; held contracts for the towing of coal barges; and two of the towboats, the "Storm King" and the "Underwriter," ocean-going crafts, had been employed in the saving of wrecks. The engineers of these boats, however, although members of the Marine Engineers' Association, did not resign. Some new hands were ob-

tained, but they speedily joined the Engineers' Association. Ocean steamers leaving port were aided by the tugs of other companies, which the Boston Towboat Company had borrowed on May 2 for the purpose, and it was reported that if such a thing should happen again the commerce of the city would be tied up.

On May 4 the Board called upon the parties and offered its services as mediator, with a view to bringing about an agreement. On the next day they met and disagreed. The conference was not renewed.

At the end of three weeks the employer had five boats in commission; in a few days more, nine boats in commission, the engineers being non-union men. The employer said they were sufficient for the performance of his contracts.

Towards the end of June the license of F. E. Merritt, engineer of the "Storm King," was revoked by the local United States inspectors of steam vessels, for the reason that Mr. Merritt did not give his employer sufficient notice or reasonable excuse for leaving his boat on May 8 and refusing to run her, excepting to East Boston, where the boat was in the habit of tying up, after giving notice he should leave.

The strike in effect ceased, but it was never formally declared off. The engineer of the "Storm King" applied for a new license, and, having passed the examination, obtained one, and employment as well. The new certificate was like the old in every respect, except that, being of recent issue, it did not indicate the long years of service, as did the license that had been revoked.

EMPIRE SHOE COMPANY—BROCKTON.

On April 15 a joint application was filed by the parties to a controversy in the stitching department of the Empire Shoe Company at Brockton, alleging inability to agree upon a price for making cylinder balmoral linings, for which the firm was paying 14 cents and the workmen demanding 18 cents for 24 pairs.

The attention of the workmen's agent was called to the fact that the certificate of agency required by law had not been filed, and before any was received the matter had become the subject of private negotiations, and the case was withdrawn by joint request.

CLARK & COLE—MIDDLEBOROUGH.

Article X. of the agreement of September 28, 1902, between the box manufacturers of Boston and vicinity and the Amalgamated Woodworkers' International Union, read as follows:—

It is agreed that the union shall try to bring about at once the same scale of wages for all box manufacturers supplying the Boston trade.

Elmer B. Cole of Middleborough is a box manufacturer, doing business under the name of Clark & Cole. George M. Guntner, business manager of the Amalgamated Woodworkers' International Union of Middleborough, on April 18 gave notice of a controversy as follows:—

*To the Honorable the State Board of Conciliation and Arbitration, Boston,
Mass.*

The undersigned respectfully represent that a strike is seriously threatened in the box-making industry in this Commonwealth, in-

volving Clark & Cole, and box makers, sawyers and teamsters employed by the firm, and that the nature of the controversy, briefly stated, is as follows. The men demand:—

1. The 9-hour day instead of 10-hour day, without reduction in pay.
2. Time and a half for over-time.
3. That hiring and discharging be concentrated into the hands of the superintendent.
4. Ten per cent. increase of teamsters' pay.

Wherefore, your Honorable Board is respectfully requested to put itself in communication as soon as may be with said employer and employees, and endeavor by mediation to effect an amicable settlement between them, and, if the Board considers it advisable, investigate the cause of said controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same.

It appeared that the box makers' union of Middleborough included sawyers and teamsters.

Several interviews by telephone were had with persons in the box factory in question. Mr. Cole said that he did not know whether his help was unionized or not. If so, there was not more than one-third of the whole number in the organization, and that no demand had been made upon him, and that the threat to strike was as unwarranted as it was unexpected. He argued that it would be unjust to be compelled to give better terms than did his competitors, but that he was willing to give as good. He requested that the Board exert its good offices to prevent the growth of the difficulty, and introduced an employee who was not a member of the union. The employee confirmed Mr. Cole's statement. Mr. Cole was thereupon informed that the Board would endeavor to prevent the occurrence of a strike that afternoon, as had been sug-

gested, and was requested to induce some union employee to communicate with the Board as soon as possible. Later, a Mr. Harlow, employed in the factory, stated by telephone that he was a member of the union, that it was the intention to strike, and that he recognized Mr. Guntner as its representative. He was thereupon informed that a notice of controversy, praying the Board to effect, if possible, an amicable settlement, was now on file with the Board, and that it would be very improper to resort to a strike while the matter of a friendly settlement was under consideration. He replied that there would not be a strike until peaceful measures had been exhausted. An engagement was accordingly made with Mr. Cole to call upon the Board on April 22 for the purpose of arranging a conference.

On April 22 the conference was had in the presence of the Board, in which the agreement regulating the arrangement of Boston box manufacturers with their employees was carefully considered and several articles agreed to. Some propositions counter to those of the workmen were made by the proprietor, and Mr. Guntner undertook to submit them to the employees for ratification.

On the 24th and the 29th the Board informed Mr. Cole that his counter propositions had been accepted by the union, conditional upon the agreement settling the whole dispute, and upon Mr. Cole's hiring a man to relieve the teamsters of the care of the horses over Sunday.

Subsequently, on several days, Messrs. Guntner and Cole met at the Board rooms and conferred on the question of a settlement. On May 6 the following agreement was reached, in the presence of the Board :—

AGREEMENT entered into this sixth day of May, 1903, between the undersigned box manufacturers, Clark & Cole, of Middleborough, Mass., parties of the first part, and the representative of the Amalgamated Woodworkers' International Union, Local Union No. 248, of Middleborough, Mass.

Article I.—The party of the first part hereby agrees to hire none but members of the Amalgamated Woodworkers' International Union who are in good standing and who carry a book issued by the above branch of said union, or workmen who shall make application for membership in said union or signify their intention to do so on or before the end of the second week of their employment.

Article II.—That nine hours shall constitute a day's work without reduction of wage, to take effect on the eighteenth day of May, 1903.

Article III.—Overtime shall be paid for at the rate of time and a quarter; this includes the recognized holidays, Memorial Day, July 4, Thanksgiving and Christmas.

Article IV.—No work whatever shall be performed on Labor Day excepting the necessary care of horses.

Article V.—It is agreed that the minimum wages of fitters shall be \$12.

Article VI.—The whistle in future shall blow five minutes before starting time, and each and every one of the employees shall be at work at the time mentioned.

Article VII.—That if an employee is late, the time he loses only be deducted.

Article VIII.—That only one man shall have the power of hiring and discharging, that is, the superintendent or the firm.

Article IX.—That the dry board, green board, shipping wagon and wood teamsters be classed in with the factory workers, except that they shall take care of their horses after they are through work, and also on Sundays and holidays.

Article X.—That the outside teamsters shall receive an increase of 10 per cent. over present wages, and be paid for stormy weather and holidays, provided they work about the stable cleaning harnesses and look after the shoeing of horses.

Article XI.—It is agreed that any workman now receiving more than the above wages shall not be subjected to a reduction by the adoption of this scale.

Article XII. — It is agreed that, in case of a dispute arising, a representative from the employer and one from the employees shall endeavor to make a satisfactory settlement. In case no satisfactory settlement can be made by this method, then it is agreed to refer it to the State Board of Conciliation and Arbitration within a reasonable time, its decision to be final. During the time, no strike or lockout shall be declared.

Article XIII. — The party of the second part hereby grants to the party of the first part the use of the Amalgamated Woodworkers' International Union label.

Article XIV. — This agreement shall be in force from May 18, 1903, and continue until May 1, 1904. If any change shall be desired by either party, the proposed change shall be submitted thirty days before the expiration of this agreement.

ELMER B. COLE,

For the Employer.

GEORGE M. GUNTNER,

*National Organizer of the Amalgamated Woodworkers'
International Union of America, for the Employees.*

VICTORIA SKIRT COMPANY — BOSTON.

On April 22 Mr. Davis of the Civic Service House, Boston, notified the Board of a controversy in a shop of the Victoria Skirt Company, culminating in a lockout of about 13 employees. A conference had been had, but without result, which was adjourned to April 22 in the evening at the Civic Service House, in the hope of obtaining the presence of the Board of Conciliation and Arbitration. At the appointed hour, the Board being present, the conference was opened. The employer stated at the outset that he preferred arbitration, and would rather submit the matter to a private arbitration board; and, in the hope that one would be formed forthwith, he had brought with him, he said, two impartial men as members on the

part of the employer. The employees might nominate two members, and, with a member of the Board for fifth member and chairman, the whole matter could be decided. The employees declined to submit the matter to arbitration, but were willing to accept the State Board's good offices in promoting their negotiations. The conference then began.

It appeared that on April 16 a work girl was required to make newly designed skirts, and objected to do so until the price therefor was fixed. It was estimated that the first girl's labor would be worth about \$1.50. Another girl expressed a willingness to do it for \$1, but was prevented by a representative of the union known as shop delegate. The work was thereupon assigned to a third girl, with a similar result; whereupon the agent of the union called all the employees out on strike.

The present demands of the union were stated to be that all former employees must return to work and all non-union employees be discharged. The second proposition was modified as follows:—

All non-union employees who were in the shop and refused to leave at the time of the strike must be discharged, but any new hands hired in as the result of advertisements would be allowed to remain.

The shop delegate was no longer to act as such, and the employer hereafter would fix the price of a garment after consultation with the worker to whom the sample had been given.

The standing of a pressman, who had been earning \$10 and demanded \$12 because of increased work and skill, was then considered. The demand was reduced to \$11.

At a late hour an agreement was reached as follows :—

All strikers to return to work in the forenoon of April 23.

The pressman is to receive \$11 per week.

The quantity of work to be performed by the pressman to be decided by experts.

A new shop delegate to be appointed.

Price of labor on a skirt to be decided by the maker of the sample.

Grievances to be referred in the first instance to the union.

New hands hired in response to advertisements to be retained, if desired; all other new hands to be discharged.

The pressman is not to be required to teach any apprentice, but must transmit the employer's directions to the under pressman.

April 23, the usual time for resuming work, the employees appeared with the business agent of the union, and were informed by the proprietor that he had agreed to take them back not to-day but on the following Monday. His present help were hired by the week, and if he were to let them go now, he would lose their services for the rest of the week. After the present employees had worked their week out, the strikers might then begin anew.

The next week, in view of their present attitude, he would not grant the terms agreed to on the preceding evening. His present terms were :—

1. All might return on the following Monday, after notice of intention to do so on or before Saturday.
2. Old positions are not guaranteed.
3. No work girl at present employed is to be discharged.

These terms, however, were not accepted by the Skirt and Cloakmakers' Union, Local No. 26, of the International Ladies' Garment Workers' Union, representing the employees involved.

The controversy was protracted for ten days longer, when on May 4 the strikers returned to work, but struck immediately after.

On May 12 the proprietor of the Victoria Skirt Company informed the Board that the whole difficulty had been settled, on terms perfectly satisfactory to both sides.

The Board has received no information of further difficulty in this establishment.

F. M. WEST BOX COMPANY — SPRINGFIELD.

On April 25 George M. Guntner, General Organizer of the Amalgamated Woodworkers' International Union of America, notified the Board of a strike in the factory of the F. M. West Box Company at Springfield, whereby 80 employees or thereabouts quit work at noon on April 13. There had been some negotiations concerning the recognition of the union and 25 per cent. increase in the rate for over-time work, and some change in the rule governing hours of labor on Saturday. A few workmen not members of the union remained at work. At the time of the strike the employer said to the journeymen that they were not treating him fairly, but they might return at any time within the next two days, after which he would seek for help wherever he might obtain it.

Through the efforts of the members of the Springfield Labor Union some conferences were had between the representatives of the union and of the company, but no settlement was reached until the 28th, when in the presence of the Board the following articles were agreed to :—

AGREEMENT between F. M. West Box Company, a corporation, and its present or former employees, represented by Box Makers' Union No. 207, A. W. I. U., in the presence of the State Board of Conciliation and Arbitration.

SPRINGFIELD, MASS., April 28, 1903.

1. Fifty-eight hours shall constitute a week's work.
2. There shall be no reduction in the present week's pay.
3. Men shall work overtime when required; in such case the pay shall be reckoned on time and a quarter.
4. Men who are late or tardy shall be docked fifteen minutes for each quarter hour or fraction thereof.
5. There shall be no strike or lockout.
6. This agreement shall go into force at once, and continue in force until changed.
7. Either party desiring a change shall give the other three months' notice in writing.
8. Differences that cannot be mutually adjusted shall be referred to a local arbitration board, as provided in Revised Laws, chapter 106.

GEO. C. FARRELL,
President Box Makers' Union No. 207.
CHAS. F. SCANLON,
Secretary Box Makers' Union No. 207.
F. M. WEST,
Treasurer F. M. West Box Company.

In promoting the settlement the work of the Board was greatly facilitated by the efforts of Messrs. Vincens and Grady.

FRED F. FIELD COMPANY — BROCKTON.

Early in the spring a controversy arose in the factory of Fred F. Field Company, which culminated in the first week of April in a strike, nearly 525 people being affected. The difficulty was one of price.

On May 11 Louis D. Brandeis, Esq., counsel for the Fred F. Field Company, telephoned to say that the parties

to the difficulty were conferring in his office at Boston, with a view to settling the controversy; and shortly after, by invitation, they appeared at the State House, to confer on a plan of settlement in the presence of the Board. Mr. Fred F. Field and Mr. Brandeis appeared for the employers, and Messrs. Studley, Walls, Meade, Farrell, Sullivan, Kearns and five others, committee of the Joint Shoe Council of Brockton, appeared for the employees in interest. The matters in dispute were prices in all departments of the factory, a proposition to return to work, and whether such settlement should be by negotiation or by arbitration. The employees did not object to arbitration, but were opposed to returning to work directly. They were informed that there could be no arbitration while a strike was in progress. It remained then to settle by negotiation, and for more than a week the parties met almost daily, employer on one hand and the representatives of the respective departments of the factory on the other hand, in succession, until an agreement had been reached with all. The strike lasted nine weeks, and the employees remained out during the negotiations. The understanding was, that any matters left unsettled in this negotiation were to be referred to the State Board of Conciliation and Arbitration, but since then there has been no recurrence of the difficulty.

HYMAN NEWMAN & SON—BOSTON.

In April Hyman Newman & Son, tailors, established certain shop rules, and required their workmen to do some work after hours. The union was notified that if

there were smoking in the workshop the offenders would be discharged. The agent said in reply that in that case he feared a strike would result. Three of the offenders were discharged, and three or more others refused to work overtime and quit work. This was followed in a few minutes by a telephone message from the agent of the union that the board of government had voted the shop on a strike. The employer thereupon advertised for help, which he obtained, and has been managing a free shop ever since.

Each party claimed that the other had broken the contract regulating their relations, and the tailors' union referred it to the Boston Central Labor Union, which sent a committee to inquire into the difficulty, and to give Newman & Son an opportunity to say why a boycott should not be placed upon their products.

The employer expressed a willingness to leave it to arbitration, each side to choose two men, and the four so chosen to elect a fifth. The suggestion was acted upon, the members of the private board were named, and Joseph Rudy was chosen chairman.

The employer claimed that the arbitration board so formed had met and decided in his favor, and that the union in the early part of July had placed him under a ban by posting on the street corners manifestos appealing to labor men and urging them not to patronize H. Newman & Son for the reason that the firm was unfair to organized labor, employed non-union men, and had its work performed in sweat shops. The firm complained to the Board on the 20th substantially as the foregoing, and said that the injustice was rendered greater by the fact

that they were paying union rates, working union hours, patronizing no sweat shop, and never were unfair to labor.

In the report of the private arbitration board the majority of the "committee found that the agent of Local Union No. 223 did not bring any evidence of any nature to substantiate their claims, except what he had heard; but hearsay and rumor are not evidence. They also agreed that the strike was unnecessary and unfair to H. Newman & Son, and that there was good cause for the discharge of the three men. Therefore Local Union No. 223 has violated its agreement by striking and not filling the places of the three discharged men with other union men."

The work people in interest refused to abide by the foregoing, saying that they had referred their dispute to a board of five. It was argued by the employer that the three signers, constituting a majority, were competent to pass upon the questions that had been referred; that the members of the board who were named by the journeymen, after participating in the organization of the board, withdrew in pique and disappointment before proceeding to the matter in dispute. The employees then went for help to the Boston Central Labor Union, while the employer invoked the services of the Board to compose the difficulty. The Board sent to Mr. Driscoll, president of that central body, a copy of the findings of the private board.

The employer and the Central Labor Union, for the workmen, responding to the Board's invitation, appeared by representatives and conferred on the question of a settlement. The parties separated with a view to meet-

ing again at an early date and resuming the conference. There were several such meetings during the next two months.

On November 3 notice was received from the president of the Central Labor Union that the organization had accepted the arbitration of the private board in the Newman case, unsatisfactory as it was. Organized labor had a part in the formation of that board. It was an arbitration signed by three, and therefore was accepted. The forthcoming annual convention of the American Federation of Labor would bring to Boston the international officer of the tailors' organization, and an opportunity would be had to obtain his services in abating some of the demands which Mr. Newman considered extravagant.

This information was immediately conveyed to the employer.

Negotiations were protracted through the months of November and December, the parties meeting from time to time at long intervals, and on December 14 a last conference in the presence of the Board resulted in an understanding which was committed to writing for further consideration and signatures:—

STATE BOARD OF CONCILIATION AND ARBITRATION,
BOSTON, December 14, 1903.

AGREEMENT between H. Newman & Son and Special Order United Garment Workers' Local Union No. 223 and the Boston Central Labor Union.

The 9-hour day is conceded.

Hours of labor shall be from 7.30 A.M. to 5.30 P.M.

The union men to perform over-time work before 7.30 or after 5.30 when required.

Over-time is to be paid for at the present rates.

Work shall be equally distributed.

It is further agreed by the employers that the hands employed by them during the busy seasons shall be retained by them during the dull season, and not be discharged.

A representative of the union shall be allowed to visit the union men employed, after first applying to the foreman.

Any grievance that may arise in the future shall be reported to the other side by the party which feels itself aggrieved, without resorting to strike or lockout.

All hands employed are to belong to Special Order United Garment Workers' Local Union No. 223.

All differences not susceptible of settlement between employers and employed shall, without strike or lockout, be referred to a committee of the local union and the employers for mutual adjustment; failing which, it shall go to the Central Labor Union and the employers; for a last resort, to the State Board of Conciliation and Arbitration, whose decision shall be final.

The parties, however, never met again, though both assured the Board of their willingness to do so, but through one reason or another the appointments made were not kept.

In the last week of December Mr. Newman notified the Board that it was impossible to act before the first of the year; and Mr. Driscoll said, in response to inquiry, that it was impossible to act after the first of the year, for the reason that he was tired of the negotiations, and would report the effort and the scant results to the Central Labor Union, and leave it to that body to deal with the matter as it saw fit.

At the first meeting of the current year the Boston Central Labor Union placed the firm of H. Newman & Son upon the unfair list.

HEBREW BAKERS — BOSTON.

On April 30 an oral application was made by one of the Hebrew Master Bakers' Association for the good offices of the Board to avert a threatened strike of journeymen bakers. He complained that they had no official knowledge of the grievance, and that no formal demand was made upon them. A conference was had between the president of the association, representing the employers, and J. Goldstein, the business agent. The workmen's representative refused to give the employer a copy of the printed demands, saying that the unreasonableness of the refusal was more apparent than real, since all the master Hebrew bakers knew precisely what the demands were, since, for reasons which he did not pretend to understand, the employers had managed to keep thoroughly well informed of whatever had passed in the meetings of the union; and that, if he furnished the president of the association a copy without furnishing the other members of the association also, he would be showing an undue preference and would incur the censure of the union.

On May 1, after separate interviews with both organizations, a conference was had in the evening at the Civic Service House, when the following demands in the form of a proposed agreement were discussed:—

AGREEMENT made and entered into this day of
in the year nineteen hundred and by and between
 of Boston, in the county of Suffolk and Commonwealth
of Massachusetts, party of the first part, and Journeymen Bakers
and Confectioners' International Union of America, Local No. 45,
of Boston, in the county of Suffolk and Commonwealth aforesaid,
party of the second part.

Witnesseth, and the party of the first part hereby agrees, that he will at all times in the conduct of his business employ only members of the Journeymen Bakers and Confectioners' International Union of America, Local No. 45, of Boston, who are in good and regular standing in the aforesaid organization, and who shall be hired directly through the representative of Local No. 45 of Boston.

The party of the first part also agrees not to allow any member of the party of the second part to perform any manual labor during Labor Day.

The party of the first part also agrees to pay in full for the Hebrew legal holidays, except Passover.

The party of the first part also agrees that his employees shall not work more than six days a week, and that ten hours shall constitute a day's work.

The party of the first part also agrees not to allow his employees to work over-time, only in very important cases, with the exception of Thursday. The party of the second part agrees to allow their men to work two hours over-time on Thursday, also a day before any Hebrew legal holiday on which no labor is performed, said over-time to be paid at the rate of 40 cents per hour for all men alike that are employed by the party of the first part. Said rate is not to be applied to any day before a Hebrew legal holiday on which no labor is performed.

The party of the first part further agrees to allow his employees to be substituted by some other workingmen only through the union aforesaid, if he or they cannot perform his or their duty for any reason whatsoever.

The party of the first part also agrees to buy union labels from the party of the second part during the term of one year, for the price of 15 cents per 1,000, payable in advance, and to paste the said labels on each and every loaf of bread weighing one-half pound or more.

And the party of the first part agrees to allow the representative (called walking delegate) of the party of the second part to enter his bakeshop at any time for the purpose of accomplishing the union orders.

It shall be expressly understood that in case the party of the first part shall commit a breach of this agreement, or of the agree-

ment of the party of the second part and the Boston Bakers' Association, in part or in whole during the time of one year, the party of the second part shall have the right to withdraw the union label and the workingmen from the party of the first part, and the security provided in the hereunto annexed agreement shall be forfeited and become the property of the party of the second part.

All differences which may arise between the party of the first part and the party of the second part shall be settled by an arbitration committee, to consist of three members of the party of the first part and three members of the party of the second part. If this committee fails to agree, a seventh man shall be chosen by both of the aforesaid parties, the one chosen not to be a member of the aforesaid parties.

The party of the first part also agrees to pay at the rate of \$3 per day for jobbers doing bench work, and \$4 per day for foremen.

The party of the second part hereby agrees to supply the party of the first part with sufficient workingmen, if possible.

In witness whereof, the parties hereunto set their hands and seals the day and year first above written.

Executed in presence of

JOURNEYMEN BAKERS AND CONFECTIONERS'
INTERNATIONAL UNION No. 45.

By

The conference dissolved at 10 o'clock, subject to the call of the State Board of Conciliation and Arbitration.

Separate interviews were had with the parties during the following week, and on the 7th the chairman of the Hebrew Master Bakers' Association made an oral application for the arbitration of the State Board.

On the 8th an effort was made to secure a joint application, but the union expressed preference for a settlement by negotiation in the presence of the Board. The employers' association assenting to that, the two committees met on Saturday, May 8, and discussed the matters of the proposed agreement. There was no dispute whatever

about the rate of wages, but the Jewish holidays furnished the principal obstacle to a settlement.

The journeymen in question are paid by the week for six days in the week, but demand full pay for all the legal Jewish holidays except Passover, which lasts eight days, and for the secular holidays as well, while the new agreement specified only Labor Day. The members of the union resolved that no work should be done on June 17 and July 4.

The master bakers desired that they should limit their demands to one set of holidays, either the Jewish or the American.

Another difficulty was the union's demand that help should be employed only through the agency of the union, and that the employers should not have the right to discharge a man at the end of a week. The union also demanded the privilege of pasting a union label upon each loaf of bread during work hours, the master bakers to pay for the labels at the rate of 15 cents per 1,000. Other things, such as the reduction of the work day from 11 to 10 hours, were readily conceded by the employers. No agreement was reached.

Five firms not included in the employers' association had already signed the agreement, but, finding that they were not able to supply the demand for the kind of bread required by Jewish rules, the union started a co-operative bakery, from which loaves bearing the label of the Hebrew Bakers' Union were distributed to Boston, East Boston and Charlestown.

On the 12th the master bakers again solicited the Board to settle the controversy by arbitration; but the union

had entered into a contest of endurance, and various devices were resorted to on either hand that prolonged the difficulty. The union placed a boycott upon all Jewish restaurants using the bread of the Master Bakers' Association. The members of the association obtained men from other quarters, and themselves went to work on the bench. By the 1st of July the employers declared that they were victorious, that the boycott had proven ineffectual, that the number of men drawing strike pay from the union had depleted its treasury, and that the difficulty was virtually at an end. They, moreover, claimed that the association had grown in size, and was fully competent to cope with any interruption to business with which they might be threatened in the future. In a few months it was reported that the union members were locked out by the Hebrew Master Bakers' Association, but after a few days the parties resumed their former attitude, and at latest account there is no rupture between the two bodies.

LYNN BAKERS.

Pursuant to the action of the recent State convention of bakers, which voted to establish, if possible, a more uniform scale of wages throughout the New England States, the journeymen bakers of Lynn made the following demands upon their employers, in a proposed agreement, to go into effect May 1:—

Section 1.—That the party of the first part will at all times in the conduct of his or her business employ only members of the Bakers and Confectioners' International Union of America who

are in good standing, and will hire them through Local No. 182, if possible.

Section 2. — That said members shall not work over 9 hours per day, or 54 hours per week, except on the week of a holiday, when they shall not work over 45 hours per week; and no member shall work over 2 hours over-time in any one week, over-time to be at the rate of 40 cents per hour.

Section 3. — Shops employing only one baker, if in charge, he shall receive not less than \$18 per week; if he has a helper, he shall receive \$20 per week.

Section 4. — Shops employing more than one baker, the foreman shall receive not less than \$20 per week; the second hand not less than \$16 per week; all bench hands not less than \$15 per week. No Sunday work allowed.

Section 5. — One helper is allowed to each shift, whether night or day.

Section 6. — When a jobber is employed he shall receive not less than \$3 per day of 9 hours; over-time at the rate of 40 cents per hour.

Section 7. — The secretary, or any members with credentials from the union, shall be admitted to any shop.

Section 8. — Employers shall procure labels from this local at the rate of 6 cents per 1,000 for plain and $7\frac{1}{2}$ cents per 1,000 for combination, and agree to place them on all large bread.

Section 9. — The party of the first part agrees, if he shall at any time break any part of this contract, he shall forfeit all labels in his possession to this local, who agrees to return said labels at same price paid by him.

Section 10. — That no strike will be declared on any shop until it has been referred to an arbitration committee, composed of three members from this local and three employers.

Section 11. — If any member reports for work under the influence of liquor and unfit for work, his employer or foreman shall report the same to this local, who shall impose a fine on said member.

Section 12. — No member of this local shall board with his employer.

Both parties of this agreement agree that this contract shall be in force from May 4, 1903, up to and including April 30, 1904.

A controversy involving 25 employers and 65 journeymen bakers resulted from the demand, and on April 21 the Board received oral notice of it. Some of the employers were caterers as well as bakers, employing men for the most part after hours, judged by the foregoing standard; and the extra pay for such work, deemed over-time, would be ruinous to their business and drive customers to neighboring towns and cities; and to them a strike could be no more disastrous, it was said, than the agreement would be. The Board offered its services as mediator, and explained how arbitration proceedings were conducted; and on the 28th the Master Bakers' Association of Lynn filed a request for the Board's services.

On May 2 the Board called upon the journeymen bakers at Lynn, and found that there was a disposition to try private negotiations before invoking the assistance of any mediator, and suitable advice to that end was given. A conference was had on that day, at which the foregoing agreement was amended, so that section 2 read as follows:—

Section 2.—That said members shall not work over 10 hours per day, except on the week of a holiday, when they shall not work over 50 hours per week. Over-time work to be at the rate of 40 cents per hour.

After some debate, the paper as amended was jointly signed.

The master bakers stated subsequently that they signed the agreement under protest rather than have a strike, and sought a remedy for what they pronounced the injustice of paying \$2 a week more than the journeymen were receiving in Boston, where living expenses were higher, by

appealing to the Lynn Central Labor Union. At the time of making this report it has been learned that thus far nothing in the way of remedy could be effected through that body, and that it would act only on motions arising within itself, since it was the interest of the wage-earner and not the interest of the employers that it felt bound to conserve.

NEW ENGLAND COTTON YARN COMPANY.

Information was received last spring that in 1902 a promise had been received from the management that wages would be increased by this company as soon as the market conditions would warrant it. The labor leaders had confidence in the good faith of the management, but found it difficult to induce the work people of that company to wait an indefinite period. According to trade reports and the common knowledge, textile business was brisk, and in coarse yarns and Egyptians the difference between the cost of raw material and finished product was from $\frac{1}{2}$ to 2 cents per pound,—an average of $1\frac{1}{4}$ cents, or \$25 a ton. A pair of mules produces in a week, on an average, a ton and a half of the finished product, equivalent to a margin of \$37.50 per pair of mules. In the six mills in New Bedford under the control of Mr. Knowles there were one hundred pair of mules, making a total margin of \$3,750 a week. One spinner operated a pair of mules. The one hundred operators who desired \$1.50 a week increase, and the other operators who demanded increased pay, could very easily be paid out of this margin by the company.

It was believed that the employer's acceptance of the Board's mediation would be accelerated if it were known that an investigation had been begun, and that the Board should straightway move in the matter. A strike, destined to be one of the bitterest that ever was waged, protracted perhaps for six months or a whole year, and involving perhaps all south-eastern Massachusetts, would result. These matters were considered, but before any action was taken the Lowell textile difficulty absorbed the attention of all concerned, and at the request of the spinners the Board desisted from further action.

On May 9 the question was finally disposed of by the spinners in interest, who acquiesced in the declaration of a conference committee, made up of delegates from Taunton, Fall River and New Bedford, which committee declared it unwise to enforce a demand for an increase in wages.

ROBERTS & CO.—CAMBRIDGE.

It was reported, on May 1, that 30 boilermakers had gone on strike at the workshop of Roberts & Co., Cambridge.

The Board interposed and offered its services as mediator, and learned from the firm that there had been no strike, as reported, but that the men had been granted a 5 per cent. increase and the 8-hour day on outside work.

T. D. BARRY & CO.—BROCKTON.

On May 4 a joint application was received from T. D. Barry & Co. of Brockton, and the employees in their bottoming room, represented by J. P. Meade, alleging in a

general way inability to agree on prices for "slugging on and off last." Correspondence was had with the parties, pointing out defects in the application, and requesting a more specific statement of the matters in dispute; but before the application was amended, word was received that the matter had been mutually adjusted by the parties to the controversy, whereupon the application was placed on file.

HOTEL SAVOY—BOSTON.

Early in May the Firemens' Union demanded the 8-hour day for firemen who had been working 12 hours; and to enforce the demand at the Hotel Savoy, the firemen went out on strike on May 12, and the engineers there employed went out in sympathy with them. The hotel promptly hired new hands, and experienced no difficulty.

On the 13th, it was said, the services of the Board as mediator in case a difficulty should arise were offered, and nothing further was heard of the case.

COCHRANE CHEMICAL COMPANY—EVERETT.

On May 9 the president of the Boston Central Labor Union notified the Board of a difficulty between 7 teamsters, members of the Teamdrivers' International Union No. 25, and Cochrane Chemical Company, and requested that the Board interpose, with a view to ascertaining what, if anything, might be done to settle the controversy.

On the 11th the Board called upon the employer. It appeared that the chief of their teaming department did not own a wagon or horses, and yet was a member of the

Master Teamsters' Association. The Cochrane Chemical Company did not feel bound by any contract that he or the Master Teamsters' Association might enter into. The officer of the company would not say what he would do or would not do to settle the difficulty.

According to Article 3 of the teamsters' agreement, regulating the trucking industry of Boston, Washington's Birthday, Patriots' Day, June 17, Memorial Day, July 4, Labor Day, Thanksgiving and Christmas are holidays, for which there shall be no deduction from the regular weekly wages. One of the employees stated, as a reason for signing, "that the men work at least two hours on Sundays and holidays throughout the year, taking care of the horses which are driven by them, therefore to pay them for seven holidays is simply to make good to them some degree of what they lose through Sunday and holiday work." In this case Mr. G. E. Tolman deducted pay for Washington's Birthday and Patriots' Day.

On the 13th a conference was held at the State House in the presence of the Board, but with no result. The employers' attitude, which has not changed, is exhibited in the following letter : —

BOSTON, May 18, 1903.

State Board of Conciliation and Arbitration, Boston, Mass.

GENTLEMEN : — We beg to respectfully state to the Board that the question in dispute between ourselves and the teamsters who have left our service was carefully considered about fifteen months ago, in January, 1902. Before that time we had been in the habit of paying the men not only for holidays, but also their full time when they were out a few days for sickness. The men were dissatisfied with their wages, and a new arrangement was made on the above date, with which they expressed satisfaction, — which was, that they should hereafter not be paid for holidays, nor should they be paid for a time when they were absent from sick-

ness, but that their wages should, in place of this, be advanced, which was done to the price which we pay now. This arrangement has been continued, until now the men ask that we revert to the habit of paying for holidays, thus abrogating the agreement which they at that time made with us.

After the strike with the Boston teamsters, during which our teamsters left our service, the above arrangement of January, 1902, was reaffirmed to their satisfaction. Now the men ask practically for a new arrangement.

We are not teamsters, in the general sense of that word. It is a very small part of our business, but has direct relations to all the men in our service. It has been stated that our company belongs to the Master Teamsters' Association. This is not now and never has been the fact. Mr. Hilliard, secretary of the association, has seen the above statement, and confirms it.

We are not disposed to be arbitrary. Our relations for many years have been most satisfactory with all the people in the service of the company, and we have never had a strike or been threatened with one in all this time.

We think that we state the truth when we say that in every department of our service the wages are as high, or higher, than are paid for similar service anywhere in the country.

Our distinct position is that we have been allowing, in the wages paid, for the service rendered on Sundays and holidays by the teamsters; and that they so understood it is clear from the fact that we formerly paid them for holidays, and at their own choice they abandoned it for a higher rate of wages. In other words, it was then understood, and is now understood by us, that we pay for the service rendered Sundays and holidays by giving the wages agreed upon; and, moreover, the men themselves so understand this, and they have never asked for it until within the last three months.

Yours respectfully,

COCHRANE CHEMICAL COMPANY,

By EDWARD GAY,

Assistant Treasurer.

Although the employees in the chemical works manifested considerable uneasiness, no strike took place. About

300 of them were employed, in three relays or shifts; it was said that experience, fidelity and punctuality in doing the work of that factory were essential qualifications for manipulating chemicals, and not easily obtained. No difficulty occurred in the works, however, nor did the employer expect one at any time, though he entered into negotiations with the team drivers as requested from time to time up to the first of July, when their difficulty finally disappeared from notice.

JOSEPH MIDDLEBY, JR. — BOSTON.

On May 9, 15 preserve makers quit work and left the factory of J. Middleby, Jr., a corporation whose works are in Charlestown. The men at first had no organization, but appealed to the Boston Central Labor Union, which in turn notified the Board on June 6, with the request that its good offices be exerted to bring about a conference of parties with a view to settlement.

On June 10 Richard L. Remnitz, secretary and treasurer of the corporation, and general manager of the business, accompanied by Edward I. Baker, Esq., counsellor, appeared for the employer. D. D. Driscoll, president of the Boston Central Labor Union, Thomas Minihan, a member of that body, and five of the strikers, represented the employees. It appeared that on February 2 the former proprietor, Joseph Middleby, relinquished the management to Mr. Remnitz, whereupon two of the employees requested an increase of \$2 in their weekly wages. Harry Middleby, a son of the former proprietor, was foreman. The request was transmitted to the new manager, who reserved his

answer for some time. It had been the custom to voluntarily raise wages as workmen acquired more skill. The workmen had several interviews with the new manager, and at last an increase of \$1 was granted, making the pay of the men in question \$9. As soon as this was done, two or three men getting \$8 or \$9 demanded an increase, which Harry Middleby transmitted, and at last they too received \$1 increase.

When hot weather came it was customary to cease work at noon on Saturday, and there had always been a full hour for lunch. After two weeks under the new management the half-holiday on Saturday was abandoned and the hour for lunch reduced to 30 minutes. Some six or seven men in all had asked for a raise, and it was claimed that Mr. Middleby had rendered himself obnoxious to the employer by undertaking to transmit it, and, feeling that he was about to be discharged, he resigned a few days before the strike.

The reasons given for the strike were :—

First. — To enforce a demand for better hours.

Second. — To resist a system of espionage.

and to these were now added :—

Third. — The reinstatement of all strikers.

Several interviews were had with the parties subsequently, and moderation was counselled. Seven of the fourteen had found work elsewhere. Negotiations recommenced, with prospect of an understanding.

At last, in December, an agreement was reached substantially as follows : seven men to return to work, five to their

old positions and two to new positions to be assigned them by the general manager; wages to be the same as in May, when they quit work; one hour for dinner and Saturday half-holidays the year around. At latest accounts nothing has occurred to mar the harmony thus established.

Mr. Richardson succeeded Mr. Middleby. Insubordination to him was alleged; but the men said that they had not been officially informed of Mr. Richardson's place in the factory. It was evident that many misunderstandings existed, but the conference closed without agreement.

When months had passed and the matter had ceased to excite attention, news came to the Board that the matter had been adjusted mutually.

MANHATTAN MARKET COMPANY — CAMBRIDGE.

On May 11 information was received of a difficulty in the Manhattan Market Company, Cambridge, resulting in the bakers of Boston and vicinity placing their name upon the unfair list, so called. The employer stated, however, that the business was going on the same as before, with the same men who belonged to the union, and he could not see why a difficulty should be made where there was none.

On June 2 conferences were had between Mr. Smith of the Manhattan Market Company and Mr. Anthes representing bakers in its employ. The controversy concerned the union agreement. Mr. Smith had refused to sign it, and had been put, by all the unions represented in the Central Labor Union of Cambridge, upon the unfair list. Mr. Smith did not care to do anything in the absence

of his partner, but on the partner's return he would be willing to resume the conference.

On June 15 an attempt was made to resume the conference, but the employer declined to meet the representatives of the union. The matter lingered until late in the summer, when a settlement was reached that was said to be satisfactory to both parties.

JOHN F. DANSKIN—CAMBRIDGE.

One of the three bakers in the vicinity of Boston that had not complied with union requirements so far as to sign the agreement was John F. Danskin, Cambridge.

On May 11 word was received in an interview with Mr. Danskin. He expressed his sense of obligation to the Board, and would invoke its assistance if any difficulty should arise. Up to that time, however, he said no difficulty had arisen.

On June 3 a conference at the State House in the presence of the Board was had between John F. Danskin and Messrs. Anthes and Lowney, representing the workmen, for the purpose of bringing about a trade agreement, if possible. The conference did not result in an agreement. Nothing further was heard of the case.

WALTON & LOGAN COMPANY—LYNN.

On May 12 the following decision was rendered:—

In the matter of the joint application of Walton & Logan Company, shoe manufacturer, and employees in the heel-making department of its factory at Lynn.

In this case the employees complain that "prices are not equal to those paid in other factories on the same grade of work."

Having heard all persons interested, and investigated work of similar grade as performed in the factories of competitors, the following prices are recommended for building shoe heels in Walton & Logan Company's factory at Lynn, per case of 60 pairs :—

Boys', 11, 4/8, pieced combination, second quality, . . .	\$0 40
Boys', 11, 4/8, whole stock,	35
Boys', 10, 4/8, pieced combination, second quality,	40
Boys', 10, 4/8, whole stock,	40
Youths', 9, 4/8, whole stock,	35
Youths', 9, 4/8, pieced combination, second quality,	40
Youths', 8, 4/8, whole stock,	33
Youths', 8, 4/8, pieced combination, second quality,	40
Little gents', 7, 2 1/2-8, whole stock,	22
Little gents', 7, 2 1/2-8, pieced combination, second quality,	27
Little gents', 8, 2 1/2-8, whole stock,	22
Little gents', 8, 2 1/2-8, pieced combination, second quality,	27
Little gents', 9, 2 1/2-8, whole stock,	22
Little gents', 9, 2 1/2-8, pieced combination, second quality,	27
Inside spring, 11, 4/8, whole stock,	25
Inside spring, 11, 4/8, pieced combination, second quality,	35
Inside spring, 12, 4/8, whole stock,	25
Inside spring, 12, 4/8, pieced combination, second quality,	35
Inside spring, 13, 4/8, whole stock,	25
Inside spring, 13, 4/8, pieced combination, second quality,	30

By the Board,

BERNARD F. SUPPLE, *Secretary*.

MR. P. H. RILEY—SOUTH BOSTON.

Information of a strike, contrary to existing agreement, was received from P. H. Riley, baker, at South Boston. On calling at the headquarters of the men it was learned that negotiations were in progress. The Board thereupon offered its services in case of a failure to agree.

On May 13 information was received of an agreement.

OSCAR G. PETTERSON — CAMBRIDGE.

On May 15 Oscar G. Petterson of Cambridge and agents of three bakers' unions, representing employees, appeared at the State House and conferred in the presence of the Board. Mr. Nicherl stated, as a grievance, that Mr. Petterson had refused to sign the agreement of April 1, then in force in all the shops in Boston and vicinity with the exception of three in Cambridge, and that 10 out of Mr. Petterson's employees had gone on strike. Mr. Petterson said, in response, that he would not sign such an agreement; that his business was unique, and that he had no competitors except so far as related to a little ordinary baking for the local trade, and to that slight extent perhaps he said he ought to come under the agreement. Of his main business, devised and created by himself, following special methods and conflicting with nobody, he proposed to be the sole master, and would accept no dictation from anybody as to how the work was to be performed. He knew how to utilize boys in team work. He would not pay the price of skilled labor to unskilled boys, neither would he hire unskilled bakers in their places. To sign an agreement would be to pledge himself to do what he has never found necessary.

The workmen said that there was an understanding with the master bakers, who signed, that all the trade should be required to observe the same rules. An interview was had with Mr. Sanderson of the master bakers, who informed the Board that, considering Mr. Petterson's non-membership in their association, the master bakers, while not interested in protecting him, would consent to any

modification of the standard agreement that the Board might recommend, provided that it did not work any injury to the trade, and this was so reported to the parties in question. The conference finally dissolved, with the understanding that a committee should visit the Petterson bakery, and, after reporting to the union, the conference was to be renewed.

On May 27 it was learned from the union that all negotiations with Mr. Petterson had come to an end, the employer having expressed a preference for a contest. The matter by that time had disappeared from view.

RAND AVERY SUPPLY COMPANY — BOSTON.

On May 18 a strike of 21 employees in the printing house of the Rand Avery Supply Company occurred, and notice thereof was given to the Board on the following day. On inquiry it appeared that new hands had been hired to take their places, and the employer did not see his way to remedy the matter.

Some days later, however, inquiry revealed the fact that the attitude of the employer had not changed. No difficulty has appeared in that quarter since then.

ATLAS MANUFACTURING COMPANY — BOSTON.

On May 22 Jacob Gelevitz of the Skirt Makers' Union, business agent, notified the Board of a strike of employees, men and women, in the shop of Israel Lebowich, doing business under the name of the Atlas Manufacturing Company. The strike was for the purpose of enforcing a de-

mand for the discharge of 2 workwomen who had left the union. The employer refused, and his other 10 employees, all connected with the union, left their work and remained out on strike. The services of the Board as mediator were requested.

The proprietor expressed a desire for peace, provided he did not have to sacrifice too much to attain it, and said that unless a settlement were made without delay, 5 of those who went out could never under any circumstances obtain re-employment in his shop.

The 2 workwomen had been accused of threatening an operator's life with the scissors. A conference of parties was had on the twenty-fifth day of May at the State House in the presence of the Board. A long discussion of the difficulty ensued. The workpeople were represented by Messrs. Gelevitz and Miller; the proprietor appeared for the Atlas Manufacturing Company. The union's agents offered to declare the strike off if the two girls could be induced to re-enter the union as members. The fact that Hebrews were in the majority was accidental, but by no means essential to the union, which invited people of the craft of all races, nationalities and creeds to membership. They instanced several strikes where Jewish girls had quit work to resent the ill-treatment of Gentiles, and *vice versa*. Within the union closest friendship between individuals of different race and creeds existed. The reason why the Jewish element preponderated in the union was that it preponderated in the trade. The employer said that it would make no difference if the girls were taken into the union, there would still be the question of how many to take back.

The delegates of the union expressed a desire for a settlement of the strike, saying that another time would be better for considering any valid cause for dismissal, whereas at the present the refusal to give any striker her former place would be construed as punishment.

The employer was willing to take back all but 4 men, whom he would not receive in any case. As to any possible amendment in their behavior, he could only judge the future by what had passed, and he had no confidence that the men in question would not continue to make it difficult for him to do business. The employees engaged said that they would bind the union not to strike at any time in the future without first notifying the State Board, and giving them an opportunity to apply any remedy that was fair. This was declined. The employees then offered to leave the whole matter to the arbitration of the State Board. This was declined also. The conference was thereupon dissolved. Subsequent investigations revealed a conviction on the part of the employer that he could obtain all the help he needed without recourse to the union; that he felt he could do better with non-union people.

The matter did not come up again for discussion, but late in October it was ascertained that the affairs of the shop were going on the same as before the difficulty; that all the employees belonged to the union and were acting harmoniously under a tacit agreement to postpone anything calling for redress to the time for making new arrangements.

The controversy was not renewed.

D. A. DONOVAN & CO.—LYNN.

As a result of mediation, there were several conferences of the parties to a dispute in the lasting department of the factory of D. A. Donovan & Co., shoe manufacturers, at Lynn. A settlement of some of the items was reached, and the matters still remaining in dispute were submitted to this Board last spring. The following was the decision:—

BOSTON, June 1, 1903.

In the matter of the joint application of D. A. Donovan & Co., shoe manufacturers of Lynn, and their employees in the lasting department.

The parties to this case, having conferred with one another on the question of a price-list for lasting shoes, referred the whole subject to the judgment of the Board. A hearing was given and investigation was made at competing points. Having considered the prices paid for work of similar quality and having in view all the circumstances, the Board recommends that the following prices per pair be paid in the factory of D. A. Donovan & Co., at Lynn, for work performed in the lasting department:—

CONSOLIDATED HAND-METHOD LASTING MACHINE.

McKAY-SEWED SHOES (INCLUDING GUM AND CANVAS BOX, EXCEPT CHILDREN'S).

Pulling.

Women's:—

Dongola and box calf, plain toe,	\$0 02½
Dongola and box calf, with tip of same stock,	03
Dongola and box calf, patent tip,	03½
Dongola and box calf, patent vamp,	03½
Leather box, extra,	00½
Twelve-pair or smaller lots,	00½
Combination lots,	00½
Samples, over four pairs,	02
Four pairs and under, \$0.30 an hour.	

*Operating (as per Agreement).***Women's:—**

Dongola and box calf,	\$0 01½
Patents,	02
Leather box, extra,	00½
Samples, extra,	01

*Pulling.***Misses', 11½ to 2's (inclusive):—**

Dongola and box calf, with tip of same stock,	\$0 02½
Dongola and box calf, patent tip,	02½
Dongola and box calf, patent vamp,	03½
Extras and samples, the same as women's.	

Operating.

The same as women's, as per agreement.

*Pulling.***Children's, 8½ to 11's (inclusive):—**

Dongola and box calf, with tip of same or patent tip,	\$0 02½
Dongola and box calf, patent vamp,	03
Extras and samples, the same as women's and misses'.	

Operating.

The same as women's and misses', as per agreement.

*Pulling.***Little gents':—**

Dongola and box calf, with tip of same or patent tip,	\$0 02½
Dongola and box calf, patent vamp,	03½
Extras and samples, the same as women's, misses' and children's.	

Operating.

The same as women's, misses' and children's, as per agreement.

IDEAL MACHINE.**GOODYEAR-WELT SHOES (INCLUDING GUM AND CANVAS OR LEATHER BOX).***Pulling.***Women's:—**

Dongola and box calf (pulling-over and lasting sides), plain toe,	\$0 04½
Dongola and box calf (pulling-over and lasting sides), tip of same stock or patent tip,	04½

*Pulling — Concluded.***Women's: —**

Russia calf or velours calf, vamps, with tip of same stock,	\$0 05
All patent and enamel leathers,	05½
Samples, over four pairs, extra,	02
Four pairs and under, \$0.30 an hour.	

Operating.

Dongola and box calf, tip or plain,	\$0 01½
Russia calf and velours calf,	01½
All patent and enamel leathers,	02
All samples, extra,	01

Pulling and Operating.

Misses', children's and little gents', the same as women's.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

WENDELL F. BROWN & CO.—BOSTON.

In the first week of June lumber handlers, 28 in number, in the employ of Wendell F. Brown & Co. at East Boston, went out on strike to enforce a demand for higher wages.

The employer had increased the hour rates of 18 and 19 cents to 20 cents, and expressed a willingness to pay certain of the hands \$12 a week, but not to equalize wages, since the men in question were not of uniform ability. The services of the Board in negotiating settlement were offered to both parties.

The firm expressed an indifference to the strike, for the reason that new hands had been hired, and no difficulty had been experienced.

On June 15 a conference of parties was held, Wendell F. Brown representing the firm, and Messrs. Cornelius B. Shea and Peter J. Donaghue appearing for the strikers. The demand was the reinstatement of union men who went out on strike, and increase of wages from 20 to 25 cents an hour. Some misunderstandings were cleared up, but no agreement was reached.

On July 21 the employer announced that he was satisfied with the new hands he had hired, but that he had been placed on the union's unfair list.

On the 31st of August an interview had some twelve days previously was reported to the Board as resulting in an understanding, substantially as follows:—

First, all but 2 men were to be taken back; second, the employer would hire no other new hands until he gave the strikers an opportunity to come back, by discharging all but 5 of a certain class of transient and other employees hired since the strike; third, that the matter of price was to be referred to the State Board.

The agent of the employees called on September 4 and presented an application for the arbitration of the Board, and a certificate of his agency, as required by law.

The application, he said, was made pursuant of the agreement whereby the disagreement between the employees and the people in East Boston had been settled temporarily, pending adjustment by the Board.

On communication with Mr. Brown it was learned that there was a misunderstanding, no agreement having been made, since there was nothing to refer to arbitration. He might have made remarks to the effect that if he had any

additional work he would as lief restore some of the strikers to their old places, or perhaps his brother, who represented the interests of the company at the wharf in East Boston where the strike had occurred, might have said something that was misconstrued. Whatever had been said had for its purpose the avoidance of appearing to be harsh toward workmen. Subsequently, after consulting his brother, he informed the Board that he would not join in referring the dispute.

When this attitude of the employer was made known to the agent of the workmen he expressed his regrets, but thanked the Board for its mediation, and nothing further was heard of the case.

HOLYOKE PAPER MILLS—HOLYOKE.

Early in June the wage schedule of paper workers in the mills of the American Writing Paper Company became the subject of discussion between the officers of that company and the delegates of Eagle Lodge, a trades union connected with the International Brotherhood of Paper Workers. The parties interested in other mills would, it was hoped, follow the lead of the delegates and of the American Writing Paper Company. The increase demanded concerned three groups: those obtaining less than \$2 demanded 30 per cent.; those getting \$2 and over demanded 25 per cent.; and those getting \$3 or over, 20 per cent.

On June 7 a counter proposition of the American

Writing Paper Company was considered by Eagle Lodge. The wages specified therein were as follows:—

Machine tenders, \$3 a day minimum, instead of \$2.75.

Engine helpers, \$1.62 minimum, instead of \$1.50.

Back tenders in fine writing paper mills, \$1.62, instead of \$1.50.

Women in rag rooms, \$1 a day, instead of 90 cents.

Finishing room receivers, \$1.65, a 10 per cent. increase.

Finishing room jobbers, \$1.75, instead of \$1.60.

The schedule was presented on June 18, and was not definitely answered. In the letter received from the American Writing Company, though several conferences between the officers of the union and the mill officials were had, no formal agreement was reached, or any understanding of the employers' attitude, until the 7th.

On the 8th a strike of 400 girls and some men employed in a number of paper mills occurred, for the reason that the demands for an increase in wages were not granted in full. It was said that the younger persons were in favor of the strike, and the older workers, having families dependent upon them, were against it.

About this time the American Writing Paper Company's offer of \$2.25 minimum, in place of \$2 a day, for 8 hours, was accepted by its firemen.

The girls had demanded \$1.25, and the mills had offered \$1.10; and the dissatisfaction was so great that the girls of the George C. Gill Mill held an indignation meeting and quit work, marching in a body to Nonotuck Mill No. 2, Mount Tom, Albion, Norman and Chemical Mills, Holyoke Paper Mill, Linden and Parsons No. 3, George R. Dickinson and Wauregan. The reasons given for this action by one of their number were as follows:—

We are determined to continue our insistence on an adequate recompense for difficult skilled labor. Five hundred of us were dissatisfied with the wages of the thirty-three paper mills, and with the vote of Eagle Lodge not to strike. The men occupied the attention of the meeting, to our exclusion, and precipitated the votes. It may not have been by design, but it effectually prevented the low-price girls from presenting their case and pleading for a fair living wage. We were determined, ignorant of parliamentary proceedings, and looked for a champion among the men. We then resolved for ourselves to strike without consulting the larger body. Accordingly from mill to mill the strike was communicated.

This difficulty caused a suspension of work in nine mills, throwing 1,500 hands out of employment. The mills that shut down were Wauregan, George C. Gill, Nonotuck, Crocker, Albion, Norman, George R. Dickinson, all of which are divisions of the American Writing Paper Company and the Mount Tom Fine Writing Branch and the Chemical Mill.

By the 10th a few of those who left the Riverside No. 1 and Mount Tom Mills returned; those in the so-called coarse mills of the American Writing Paper Company remained out. The cause of the strike in the mill of the Chemical Paper Company was not known; indeed, no strike had as yet been officially declared.

On June 12 Eagle Lodge voted to strike, by 554 to 160; rag-room operators voted to strike, 192 to 16.

All the mills of the American Writing Paper Company were affected, together with those of the Parsons Paper Company, those at South Hadley Falls, the Card Company and the Hampshire Manufacturing Company.

The Board, apprehending an extension of the strike,

went to Holyoke on June 10, and had separate interviews with employers and employees. The controversy, briefly stated, was that, desiring an increase, Eagle Lodge formulated a schedule. The manufacturers presented a counter proposition, increasing wages in some instances, amounting in general to about $21\frac{1}{2}$ per cent. The cutter girls were dissatisfied with their portion, other departments receiving an increase were disappointed also, and dissatisfaction existed in departments where no increase whatever had been granted. A conference was thereupon had between officers of the American Writing Paper Company, representing the management of the different mills, and the grievance committee. Mr. Caldwell, agent and general manager, submitted a statement of the financial conditions and reasons why the company should not increase its expenses in the presence of the competition of other paper companies. The company could not add to the cutter girls' increase nor to the increase of those who did not strike, or give any increase to those who had as yet received nothing additional. Long hours, continuous work, suspension of work at times, owing to low water or high water and other matters incidental to manufacturing, were considered. The only concession that the general manager made was as follows:—

If 50 per cent. of the mills of the country, running the similar grades of papers to those made by the American Writing Paper Company in its mills making machine-dried writing papers, pay cutter girls more than \$1.10 per day, the American Writing Paper Company agree to pay as high wages to its cutter girls as any one of the mills among the 50 per cent. may be paying to its cutter girls. We will allow thirty days for the cutter girls to investigate

the matter and prove up the facts. We would also state, although it has been mentioned before, but not in writing, that calender girls in mills making loft-dried papers, when running envelope papers, will receive \$1.20 per 100 reams for all lengths of paper up to and including 30 inches; on other lengths of the envelope paper the wages will be the same as now exist in our present schedule.

Yours truly,

AMERICAN WRITING PAPER COMPANY,

W. N. CALDWELL,

President and General Manager.

The time set for the strike was Monday, June 15.

On June 11 the Kennedy and the Franklin Mills made concessions that were accepted. On Monday, June 15, there was no difficulty whatever in the Kennedy and Franklin Mills. In the two mills of the Whiting Paper Company and those of the Valley Paper Company and the Newton Paper Company several interviews were had with the parties in interest and with the mayor of Holyoke, and careful observation was made from day to day.

On the 29th, responding to the mayor's request, the Board went to Holyoke and had interviews with the national officers and the members of Eagle Lodge. Only one of the five directors of the American Writing Paper Company could be found, and after an interview with him the Board reported the attitude of the employer to the grievance committee, which informed the Board that they would await the return of Mr. Caldwell, agent and manager.

On July 20 the firemen of all the mills except the Linden struck by not resuming work on Monday morning, thereby manifesting their sympathy with the striking paper makers, members of Eagle Lodge. On the 25th the Board again visited Holyoke, and had interviews with the representa-

tives of the workmen and with the mayor. The difficulty was considerably enhanced by the strike of the firemen, which embarrassed the proprietors with the insurance companies; this in view of the fact that in a few days the water in the canals would be drawn, and that the mills in any circumstances could not be reopened before August 5 or thereabout.

The Eagle Lodge consisted of 3,500 members, and its committee had not as yet been given full power. The difficulty of dealing with such a large body and of securing prompt action on any suggestion was only too apparent. The committee was advised to obtain full power if possible, and then whatever might be resolved upon as a fitting course to pursue might be quickly acted upon, and not subjected to the consideration of such an unwieldy body as Eagle Lodge. While the Board was present, a communication was received from the American Writing Paper Company to the effect that former employees applying for work would be given the same places they had before the strike, so far as could be done, having due consideration for a very few people who had been working in the mean time; the offer of increase, however, was not to remain open until after the 6th of August. There were good reasons to believe that the employees would accept the offer, the only difficulty now arising from the fact that the company was not disposed to discharge some firemen that had been hired into the places of the strikers.

On August 18 the strike, which had lasted sixty-five days, was declared off by a large majority in Eagle Lodge.

The next morning 3,500 wage earners returned to their former stations, and with some exceptions were straight-

way provided with work; but a few were required to wait until other work could be assigned to them or to such as were equally competent who had been given their places. Room was soon found for all. During this last phase of the difficulty good-will was evident on all sides.

**MASTER ROOFERS AND ROOFERS' PROTECTIVE
UNION — BOSTON.**

In 1899 the Roofers' Protective Union, in agreement with several master roofers, established the 8-hour day at the rate of \$3 in a large number of the business houses of that craft.

The craft represented by the Sheet Metal Workers' Union was occasionally called upon to put roofs on houses, and, in default of joint action, there was a wide difference between the workmen of the two unions, that became from time to time the subject of contention or negotiation, which has not as yet resulted in harmony.

In June the following proposed agreement was submitted by the master roofers to the Roofers' Protective Union, at a conference of committees representing employers and employees, as follows:—

Agreement between THE MASTER ROOFERS AND SHEET METAL WORKERS' ASSOCIATION OF THE CITY OF BOSTON AND VICINITY, a voluntary association, having a usual place of business in Boston, in the county of Suffolk, Commonwealth of Massachusetts, party of the first part, and THE ROOFERS' PROTECTIVE UNION OF BOSTON AND VICINITY, LOCAL NO. 17, INTERNATIONAL SLATE AND TILE ROOFERS, having a usual place of business in Boston, in the county of Suffolk and Commonwealth of Massachusetts, party of the second part.

Witnesseth, That, for the purpose of establishing a method of peacefully settling all questions of mutual concern, the said Master Roofers and Sheet Metal Workers of the City of Boston and Vicinity, Local No. 17, International Slate and Tile Roofers, parties of the first and second parts, severally and jointly agree that no such question shall be conclusively acted upon by either body independently, but shall be referred for settlement to a joint committee, which committee shall consist of an equal number of representatives from each association; *and also agree that all such questions shall be settled by our own trade, without intervention of any other trade whatsoever.*

The parties hereto agree to abide by the findings of this committee on all matters of mutual concern referred to it by either party. It is understood and agreed by both parties that in no event shall strikes and lockouts be permitted, but all differences shall be submitted to the joint committee, and work shall proceed without stoppage or embarrassment.

In carrying out this agreement the parties hereto agree to sustain the principle that absolute personal independence of the individual to work or not to work, to employ or not to employ, is fundamental, and should never be questioned or assailed; for upon that independence the security of our whole social fabric and business prosperity rests, and employers and workmen should be equally interested in its defence and preservation.

The parties hereto also agree that they will make recognition of this joint agreement a part of the organic law of their respective associations, by incorporating with their respective constitutions or by-laws the following clauses: —

A. All members of this association do by virtue of their membership recognize and assent to the establishment of a joint agreement by and between this body and the Roofers' Protective Union of Boston and Vicinity, Local No. 17, International Slate and Tile Roofers, which agreement shall comprehend the peaceful settlement of all matters of mutual concern to the two bodies and the members thereof by and through the action of a joint committee, composed of an equal number of delegates from each body.

B. This organization shall elect at its annual meeting delegates to the joint committee, of which the president of this association shall be one, officially notifying within three days

thereafter the said Roofers' Protective Union of Boston and Vicinity, Local No. 17, International Slate and Tile Roofers, of the said action and of the names of the delegates elected.

C. The duty of the delegates thus elected shall be to attend all meetings of the said joint committee, and they must be governed in this action by the rules jointly adopted by this association and the said Roofers' Protective Union of Boston and Vicinity, Local No. 17, International Slate and Tile Roofers.

D. No amendments shall be made to these special clauses, A, B, C and D, of these by-laws, except by concurrent vote of this association with the said Roofers' Protective Union of Boston and Vicinity, Local No. 17, International Slate and Tile Roofers, and only after six months' notice of proposal to so amend.

The joint committee above referred to is hereby created and established, and the following rules adopted for its guidance:—

1. This committee shall consist of not less than six members, equally divided between the associations represented. The members of the committee shall be elected annually by their respective associations at their regular meetings for the election of officers. An umpire shall be chosen by the committee at their annual meeting, *as the first item of business after organization*. This umpire must be neither a workman nor an employer of workmen. He shall not serve unless his presence is made necessary by failure of the committee to agree. In such cases he shall act as presiding officer at all meetings, and have the casting vote, as provided in Rule 7.

2. The duty of the committee shall be to consider such matters of mutual interest and concern to the employers or the workmen as may be regularly referred to it by either of the parties to this agreement, transmitting its conclusions thereon to each association for its government.

3. A regular annual meeting of the committee shall be held during the month of January, at which meeting the special business shall be the establishment of "working rules" for the ensuing year; these rules to guide and govern employers and workmen, and to comprehend such particulars as rate of wages per hour, number of hours to be worked, payment for over-time, payment for Sunday work, government of apprentices, and similar questions of joint concern.

4. Special meetings shall be held when either of the parties hereto desire to submit any question to the committee for settlement.

5. For the proper conduct of business, a chairman shall be chosen at each meeting, but he shall preside only for the meeting at which he is so chosen. The duty of the chairman shall be that usually incumbent on a presiding officer.

6. A clerk shall be chosen at the annual meeting, to serve during the year. His duty shall be to call all regular meetings, and to call special meetings when officially requested so to do by either party hereto. He shall keep true and accurate record of the meetings, transmit all findings to the associations interested, and attend to the usual duties of the office.

7. A majority vote shall decide all questions. In case of the absence of any member, the president of the association by which he was appointed shall have the right to appoint a substitute in his place. The umpire shall have casting vote in case of tie.

In witness whereof, the parties hereto, duly authorized by their respective constituent associations, have caused these presents to be subscribed, and their respective seals to be affixed, by officials hereunto duly and specially authorized and empowered, this

day of , A.D. 1903.

By

President.
Secretary.

BOSTON,

SUFFOLK, ss.

Then personally appeared the above-named and , and acknowledged the foregoing instrument to be the free act and deed of the Master Roofers and Sheet Metal Workers' Association of the City of Boston and Vicinity.

Before me,

By

President.
Secretary.

BOSTON,

SUFFOLK, ss.

Then personally appeared the above-named and , and acknowledged the foregoing instrument to be the free act and deed of the Roofers' Protective Union of Boston and Vicinity, Local No. 17, International Slate and Tile Roofers.

Before me,

Notary Public.

The Roofers' Protective Union responded with a counter proposition, in the form also of a proposed agreement; and, both propositions being before the employers' and employees' organizations, the Board interposed with an offer to assist in such deliberations as would be calculated to bring about an adjustment.

Agreement between ROOFERS' PROTECTIVE UNION OF BOSTON AND VICINITY and LOCAL UNION NO. 17, SLATE AND TILE ROOFERS OF AMERICA, as party of the first part, and THE MASTER ROOFERS' ASSOCIATION OF BOSTON AND VICINITY as party of the second part, —

Witnesseth, That, for the purpose of establishing a method of peacefully settling all questions of mutual concern, the aforementioned parties of the first and second parts severally and jointly agree to the articles hereinafter mentioned: —

Article I. — (A) Membership in the Roofers' Protective Union: any man who follows the occupation of *roofing*, either as a *slate, metal, tile or gravel roofer*, or one who may be employed as a *slate tender*, is eligible to become a member of the aforesaid union. The union claims the right to all kinds of roofing except wooden shingles, and that men working on the same must be members of this union.

(B) The minimum rate of wages for slate, metal and tile roofers to be \$3 (three dollars) per diem; for gravel roofers, \$2.75 (two and three-fourths dollars) per diem, except for metal roofers, who shall be paid as aforementioned; for tenders and helpers, \$2.25 (two and one-quarter dollars) per diem.

Article II. — Hours of labor: 8 hours shall constitute a working day. The working day shall be from 8 A.M. till 5 P.M., with one hour for dinner, for all months except November, December and January, at which time a working day shall be from 8 A.M. till 4.30 P.M., one-half hour deducted for dinner at noon.

Article III. — Over-time: all labor performed between 5 P.M. and 8 A.M. shall be paid for at the rate of one and one-half the regular rate of wages; all labor performed on Sundays and legal holidays shall be paid for at the rate of double the regular rate of wages. In no case shall an employee be required to work on

Christmas Day, Independence Day and Labor Day, or the days appointed to be celebrated as such.

Article IV. — Time of reporting at work: all employees shall be at work at 8 A.M., if the job is located within three miles on any car line of Boston. If a workman goes to the shop for orders or material, he shall report at 7.45 A.M. The employer shall pay all necessary car fares; and on all work outside of Boston, when workmen have to lodge and board out, the employer shall pay all expenses, said expenses to include room rent, board bill, railroad fares and time going to and coming from the job.

Article V. — Subletting contracts: the party of the second part shall not sublet any of the work to any workman or workmen in their employ; nor shall any journeyman or helper while in the employ of any signee of this agreement be allowed to take any contract or piece work in any way, shape or manner from any contractor, whether he is a party to this agreement or no.

Article VI. — Apprentices: the term of apprenticeship shall be three years for *slate, metal and tile roofers*. The date on which an apprenticeship begins and all matters pertaining to apprentices shall remain in the hands of the executive officers of the union, and a record of same made on the books of said union. Apprentices may become eligible to membership in the union after having served two consecutive years of their time, and they shall be required to conform to rules embodied in the constitution and by-laws of the union.

Article VII. — Arbitration committee: three members of each party to this agreement shall form an arbitration committee, to consider questions not covered by this agreement or to consider any violations of any article or articles hereof. In case of non-agreement on matters under consideration, committee shall have the power to call on State Board of Conciliation and Arbitration, whose decision shall be final and binding to parties of this agreement.

Article VIII. — Strikes: all differences are by this agreement to be settled by arbitration, and no *strike* or *lockout* shall be ordered by either of the parties of this agreement for any grievance whatsoever; be it understood, however, that any *sympathetic strike* or *lockout*, in which either party to this agreement is obliged to take part on account of its affiliation with any central body of

employees or employers, shall not be considered a violation of this agreement.

Article IX. — On signing of this agreement, party of the second part shall be commended to the Building Trades Council, and their names recorded with the business agent of the Builders' Trades Council, according them the recognition of architects, builders and contracting parties.

Article X. — In carrying out this agreement the parties hereto agree to sustain the articles herein defined; the same to take effect on _____, and to continue active until _____, and if any change is contemplated by either party hereto at its termination, notice in writing shall be given by the party desiring change at least three months prior to termination of this agreement; and of any disagreement as to the true intent and meaning of any part of this agreement, or in case of any claim or violation of any part of the same by either party, said party aggrieved shall notify the other party in writing within twenty-four hours, and the said grievance shall be adjusted at once, as agreed to in Article VII of this agreement.

From information received it appeared that, while there was no difficulty between the employers and the journeymen at that time, probably on account of dull business, there was danger that upon the opening of the next season, with prospects of work ahead, the movement might take on the form of a strike. Accordingly, on June 23 the Board interposed with an offer of mediation. The employers said they would take the matter under consideration.

There is yet no formal trade agreement existing between the master roofers and the sheet metal workers. The employers and the employees exchanged propositions, and there the matter rested.

**MASTER ROOFERS AND SHEET METAL WORKERS'
UNION — BOSTON.**

On June 3 a conference was had between the Master Roofers and Sheet Metal Workers' Association on the one hand and the Amalgamated Sheet Metal Workers' International Association, Local Union No. 17, on the other hand, for the purpose of a trade agreement, the principal contention being what was known as the sympathetic strike clause in a proposed agreement, the union being unwilling to waive that expedient and forfeit its membership in the Building Trades Council, as did the carpenters and other associations signing similar agreements. The proposed agreement was the same as that in the statement next preceding this. No understanding was reached, and on the following day the journeymen declined the proposition. The matter was thereupon brought to the attention of the Board in the following letter:—

THE MASTER ROOFERS AND SHEET METAL WORKERS' ASSOCIATION
OF THE CITY OF BOSTON AND VICINITY,
BOSTON, June 9, 1908.

To the Massachusetts State Board of Arbitration.

GENTLEMEN:— We beg to inform you that this association has proffered to their workmen in this line of business opportunity to enter a joint agreement, similar in tenor and purpose with that established by the master carpenters with their workmen, of which, we believe, you are informed.

One branch of our workmen, namely, the sheet metal workers, has *declined* to enter into this agreement.

We desire that your Honorable Board shall be informed of the situation.

A copy of the form of joint agreement which we have proffered is herewith enclosed. You will note that it comprehends the three fundamental principles which the Anthracite Coal Strike Commission covered in its report, namely: that (1) all matters of mutual

concern shall be referred to a joint committee for settlement, without strike or lockout; (2) that there shall be no discrimination against any workman or any employer because of his membership or non-membership in any organization; (3) that there shall be no sympathetic action, but all matters shall be adjusted by the trade concerned, without intervention of any other trade whatsoever.

Very truly yours,

G. J. BUCHANAN, *Secretary*.

It appeared upon investigation that there was as yet no occasion for the Board to intervene as mediator. During the preparation of this report it has been learned that, while the parties did not effect a formal agreement, the failure to do so did not result in a difficulty.

M. C. DIZER & CO. — WEYMOUTH.

On June 9 a joint application from M. C. Dizer & Co. and employees in every department of their factory, represented by John W. Dee and Frederick Luther, alleging a controversy on prices, was filed. The parties, however, did not file a list of items in dispute, and they were informed that the Board could not proceed to a decision until that was done. In the mean time a demand for a 9-hour day had been made by the employees or by some others, and was the subject of correspondence between the union and the firm.

SUBORDINATE TO THE BOOT AND SHOE WORKERS' UNION,
INTERNATIONAL HEADQUARTERS, 434 ALBANY BUILDING, BOSTON, MASS.,
LOCAL UNION NO. 53, EAST WEYMOUTH, MASS., July 15, 1903.

Messrs. M. C. DIZER & Co.

DEAR SIRs: — At a regular meeting of this union, held this date, it was voted that the proposition of July 15, from Messrs. M. C. Dizer & Co., be accepted and adopted.

It was also voted that the recording secretary be instructed to notify the firm that this union had accepted their proposition, and that the 9-hour day go into effect at once.

Respectfully,

F. W. HOWE,

Recording Secretary, Union No. 53.

[B. AND S. W. STAMP.]

On July 20 Mr. Dizer appeared, and stated that, in view of his granting the 9-hour day, the controversy on prices was withdrawn, and exhibited the foregoing letter as evidence thereof. The application was accordingly placed on file, for two reasons: (1) that it had never been properly completed; (2) that the matter to which it related had been adjusted.

On August 15 the business agent of the union called, and announced a difficulty in the shoe factory of M. C. Dizer & Co., and urged the Board to proceed to the scene and compose it. On the 17th a visit was paid to both parties. The employer was of the impression that there were no questions of prices pending, but some of the employees felt that there were questions of prices that yet remained to be passed upon, and the Board informed them that, whatever questions of price there might be, they had not yet been submitted to the Board. The Board was informed by letter that, unless some kind of a settlement was arranged at once, there would be serious trouble; on receipt of which the following reply was sent:—

BOSTON, August 19, 1903.

Mr. JOHN W. DEE, *Chairman, Executive Board, Local No. 53, Boot and Shoe Workers' Union, East Weymouth.*

DEAR SIR:—Your letter of the 17th instant has been received and considered. The Board says in reply that the application now on file was informal and not made in accordance with Revised

Laws, chapter 106, section 4, which authorizes the submission of the controversy to the decision of the Board upon an application signed by a majority of persons interested in the controversy.

The Board understands that the business of M. C. Dizer & Co. is conducted under an agreement with the Boot and Shoe Workers' Union, authorizing a submission to this Board of controversies arising between that firm and its employees. If such controversy now exists, application can be made to the Board, setting forth definitely what the controversy is, and, having been signed by a majority of the employees and by the employer, may be filed with this Board; such an application will receive the consideration of the Board.

The application can be signed by an agent whose authority is in writing, or by a majority of persons interested in the controversy, in lieu of the parties themselves.

Blanks and forms of application will be furnished you at the office of the Board in Boston, or will be forwarded to you by mail, if you so request.

Yours respectfully,

BERNARD F. SUPPLE, *Secretary*.

On the 21st a committee from the union waited upon the Board and requested that the application upon the file be revived, saying that, while the shorter work day had been granted, the rest of the controversy relating to prices had never been settled. Suitable advice was given to them, and they withdrew. On the 24th a request was received from John Tobin, president of the Boot and Shoe Workers' Union, that the Board give a hearing on the joint application of June 9, and make such suggestions as might be fitting in the adjustment of the difficulty of Dizer's factory. Mr. Tobin was informed, however, that any controversy left over since that date would best be considered under a new application.

On the 25th and 26th separate interviews were had with

the representatives of the parties, and the agent of the employees exhibited a proposed new application, with certificate of agency made out in proper form and duly signed, to which he intended to induce, if possible, the firm to append its signature.

The controversy lingered almost to the first of October, but never was submitted to the Board nor in any way adjusted. The fact that they are under an agreement has been sufficient to keep them from severing their peaceful relation.

**WILLIAM YURSKOWSKI, GEORGE DUSHEWICH AND
M. KELLAR—BOSTON.**

In June complaints reached the Board of a disagreement between three firms engaged in the manufacture of clothing, with a request that the Board bring about conferences between them and the representatives of the union, with a view to seeing if some sort of understanding might not be reached.

These shops, it was alleged, had all been placed under a ban of one kind or another which seriously interfered with the prosecution of their business, because of the union's antagonism to a foreman who had once given offence when an employer. The foreman in question was named Charles Abrams, and some six years previously the union withdrew the label from his factory. He thereupon went out of business, and after an interval of some years started again, fitting up a new factory at considerable outlay. He asked for the label from the union, and promised to comply with all the union rules, but the request was denied. He then sold at a great

loss to William Yurskowski, already in business and using the label. The label was then withdrawn from William Yurskowski. Abrams applied for admission to the union, feeling the necessity of getting a livelihood either as an employer or as a workman. According to the union regulation, he deposited five dollars and awaited the results. The union denied him membership, but granted him a certificate entitling him to work in a union shop. He then became foreman of M. Kellar's clothing shop, whereupon that shop was placed on the unfair list, and the label was taken away. Mr. Abrams, unable to work in any capacity, either as journeyman, foreman or employer, at the business of making men's clothing in Boston, referred the matter to his counsellor-at-law, who, after several interviews with the union, saw no way of compelling it to surrender the label to parties whom they deemed obnoxious, for the reason that the label was its property. On the advice of counsel, Abrams complained of the matter to the Board. It appeared that any possible wrongs that Abrams may have received from the union might be remedied through an action at law or suit in equity, and as such could not, under the law, be referred to the arbitration of this Board; but the Abrams controversy, as well as those in the three shops mentioned, might, it appeared, become the subject of negotiations brought about through the good offices of the Board; and they were informed that an effort would be made to induce the representative of the tailors' union to meet them in conference on June 10, whereupon they withdrew. Upon the request of the Board, the union took the matter under consideration. On June 9, how-

ever, the Board was informed that the union had concluded to appoint no committee, inasmuch as there was no controversy with the parties named that called for arbitration.

Mr. Abrams and the employers in question were then informed of what the Board had done.

A visit was then paid to Local Union No. 1 of the United Garment Workers of America, to ascertain the purpose of the committee regarding a possible invitation to a conference. The union official said that the committee having the matter in charge were working, and could not afford a day without compensation; otherwise, they would meet the employer if a time could be appointed without loss to themselves. Mr. Abrams was thereupon informed of the matter.

On June 10 the following invitation was sent:—

STATE BOARD OF CONCILIATION AND ARBITRATION,
BOSTON, June 10, 1908.

*United Garment Workers of America, Union No. 1, Mr. J. K. SLIWKOSKI,
Secretary.*

GENTLEMEN:—This Board will be in session next Saturday, June 13, at 1 o'clock in the afternoon, for the purpose of considering alleged controversies in your industry.

You are requested to appear by committee.

BERNARD F. SUPPLE, *Secretary.*

A similar letter was sent on the same date to the employers above mentioned.

On the 12th word was received that the union had concluded not to meet the employers until after the next meeting of the union, which would be in the following week. Interviews were thereupon had with the employers in question, and they were informed that the meeting had been postponed to some date to be announced later.

On June 18 the Board learned that, at the meeting of the Garment Workers' Union No. 1, a motion to appoint a committee with powers to negotiate a settlement had been negatived, on the ground that there was no difficulty in any of the three shops that needed adjustment. The employers and Mr. Abrams were so informed.

Later inquiries revealed that no change had been effected in the relations of the parties to one another.

MIDDLESEX MILLS — LOWELL.

On or about the 12th of June a spinner accused of delinquency to his union was hired by the Middlesex Mills of Lowell. At the end of a week, finding that he refused to pay his dues to the union, the mill management was soon notified. The mill agent, however, declined to discharge the newcomer, and 30 spinners went out on strike, thereby causing a suspension of work in the warping and carding rooms, and forcing idleness upon more than 300 operators.

The Board interposed with an offer of mediation; but the strike ran its course until the 22d of June, when the operatives returned to work.

GEORGE E. KEITH COMPANY — BROCKTON.

On June 15 the following decision was rendered : —

In the matter of the joint application of George E. Keith Company, shoe manufacturer of Brockton, and its employees in the cutting department of Factory No. 3.

This case comes to the Board under an agreement between the employer and the Boot and Shoe Workers' Union, by the terms of which all employees must be members of the union. The contro-

very relates to the discharge of a certain employee. The men claim that he was discriminated against by the employer on account of his activity in the union. The company denies it, and claims that he was discharged in order to reduce the number of employees in this department.

After full investigation the Board is of the opinion that no discrimination was exercised in this case against the employee in question.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

NATIONAL BISCUIT COMPANY — CAMBRIDGE.

The bakery known as Kennedy's Biscuit Factory in Cambridge passed into the hands of the United States Biscuit Company in 1893, in an attempt to establish a free shop. The United States Biscuit Company was placed under a ban by organized labor. It was succeeded by the National Biscuit Company, to which descended the boycott. It was not urged with the same persistency in the factories throughout the United States controlled by that company until 1901, when, at the convention of the American Federation of Labor, it was revived with great vigor in all sections of the country, with the single exception of the factory in Cambridge, whose cracker bakers belonged to the union. It was practically a union factory, and, while the company's products were denounced in other quarters, there was no attempt on the part of any employee in Boston or the vicinity to interfere with the work of that factory.

This was regarded in labor circles as somewhat of an anomaly, but was tolerated as preferable to the troubles that might arise from a rigid application of the boycott.

In 1903 Austin Young & Co. of Chelsea, not controlled by the National Biscuit Company, adopted the union label in May; and Cartwright, Borden Company of Worcester, another independent house, had unionized shops. Several attempts were made by the workmen's agent to secure a hearing before the management of the Kennedy factory, so called, but without success.

Owing to the terms of an agreement then in effect in Boston and the vicinity, it was represented to the Board on June 16 that it would be manifestly unfair, according to trade union principles, for organized labor to consent to an unfriendly employer's exemption from regulations to which friendly employers had bound themselves, and that a strike and an extension of the boycott were seriously thought of.

The Board on June 16 addressed a letter to Mr. Lambert Mason, of the National Biscuit Company, expressing a hope that the difficulty might not extend to this section of the country, and a belief that friendly relations existing in the Kennedy factory could be prolonged, and to that end offering the mediation of the Board with a view to promoting an agreement.

At the same time, in pursuance of advice given the agent of the workmen that an interview be had with the management of the Kennedy cracker factory, to ascertain what, if anything, could be done in the way of negotiations, a committee called, and was informed that Mr. Mason had the matter under consideration. A week later he conferred with the agent of the union. Resulting from this meeting there was an understanding intended to govern the time intervening before the next conference.

The final outcome was not published; but, since no controversy has yet arisen in that factory, there is reason to believe that the temporary covenant became permanent, or is destined to last at least until a trade agreement shall have been made.

THE CHAS. P. WHITTLE MANUFACTURING COMPANY — BOSTON.

On June 22, 20 woodworkers in the employ of Chas. P. Whittle Manufacturing Company quit work and went out on strike, to enforce a demand for a 10 per cent. increase in wages. The Board's attention was called to the difficulty on July 14 by the business agent of the woodworkers' union, who requested the good offices of the Board for the purpose of reaching a settlement.

It appeared on investigation that skilled men were receiving 30 cents an hour for a 50-hour week, and some workmen less skilled were receiving \$12 a week; and that the competition of others doing a similar business rendered it difficult for the employer to comply with the demand.

The parties were advised to meet and confer on the question of a settlement, and in case of disagreement to notify the Board; but in view of an arrangement, partially completed, for the hiring of other men, the advice was not readily accepted by the employer. The workmen, however, appointed a conference committee subject to the call of the State Board.

On the 21st of July the employer expressed his willingness to confer with the representatives of the men, but laid down conditions which the agents of the union re-

jected. A new difficulty concerning the employment of men who had remained at work during the strike, or who were hired to take strikers' places, operated to postpone the conference. The employer would not undertake to oblige such men to join the union.

The union then resolved, as a condition of settlement, that two men, one of whom was the foreman of the finishing department, should apply for membership, and at the same time the initiation fee was reduced from \$20 to \$10; but the foreman in question refused to join the union, and the strikers had voted not to return to work while he maintained that attitude.

On the 28th of July, however, it was learned that the two non-union employees had consented to join the union, in order to facilitate a settlement, but were opposed to paying anything more than the ordinary initiation fee. On the Board's advice the difficulty was so modified that one of the men in question was willing to become a member.

On August 8 a conference of parties was had in the presence of the Board, resulting in the following agreement, which was filed with the Board, each party possessing a copy:—

Agreement made this eighth day of August, 1903, between CHARLES P. WHITTLE and the representatives of THE DISTRICT COUNCIL OF THE AMALGAMATED WOODWORKERS.

Article I.—The party of the first part hereby agrees to hire none but members of the Amalgamated Woodworkers' International Union who are in good standing, and who carry a book issued by above branch of said union, or workmen who shall make application for membership in said union, or signify their intention to do so on or before the end of the first week of their employment.

Article II. — Fifty hours shall constitute a week's work for all men.

Article III. — All men recently rated at \$15 a week or higher than \$15 a week shall receive an increase of 10 per cent. in their wages.

Article IV. — All woodworkers recently rated at less than \$15 a week shall henceforth receive \$15 a week, with the exception of J. H. Rogers, who shall receive \$16.50 a week.

Article V. — Finishers are to join the union, and shall receive not less than \$13.50 a week.

Article VI. — All workmen returning to work as soon as practicable shall be given their former jobs.

Article VII. — It is agreed that, in case of a dispute arising, a representative from the employer and one from the employees shall endeavor to make a satisfactory settlement. In case no satisfactory settlement can be made by this method, then it is agreed to refer it to the State Board of Conciliation and Arbitration within a reasonable time, their decision to be final. During the time no strike or lockout shall be declared.

CHAS. P. WHITTLE.

For the employees,

GEO. M. GUNTNER,

*National Organization of Amalgamated
Woodworkers' International Union.*

In consequence of the foregoing settlement, all hands returned to work on the 10th.

JOHN P. SQUIRE COMPANY — CAMBRIDGE.

Some time during the end of the year 1901 an understanding was effected between John P. Squire Company, pork packer, and employees, concerning the firemen, and after a year the force of firemen was decreased below the number determined. No objection was made at the time nor afterwards, until June, when a demand was made for \$14, an increase of \$2 over the rate then received. Having

considered the demand for about a week, the request was refused.

On June 23 a strike of 9 firemen occurred, whereupon the Board put itself in communication with the representatives of the strikers, and on June 26 with the president of Local Union No. 3 of the International Brotherhood of Stationary Firemen, and with the management of the packing house. The employer promised to take the matter under consideration, and subsequently stated that, having charge of perishable goods, the company could not allow the factory to remain inactive, and therefore had been compelled to hire new hands to take the place of the strikers; that business was going on satisfactorily, and the employer felt under a moral obligation to retain the men that had helped the company in its need. The resolution of the employer was made known to the representatives of the workmen's committee, who expressed their satisfaction with the work of the Board. The Board's attention was not again called to the matter.

MASON BUILDERS—BOSTON.

Journeyman bricklayers of Local Unions Nos. 3 and 27 made a demand upon their employers for an increase of 5 cents over the 50-cent rates per hour, to go into effect June 1. The limit of time allowed for consideration was subsequently set at July 1. About 50 employers granted the increase, and on the 1st of July more than 600 bricklayers were at work at their new rate of 55 cents per hour, while 215 reported to their unions that they had failed to obtain the increase. A strike thereupon ensued.

The committee in charge was visited by the Board, with a view to bringing about a conference; and it was learned that negotiations were in progress that promised good results, but that, in case of failure, the services of the Board as mediator would be acceptable.

On July 11 the Master Masons' Association of Boston and vicinity made the following statement concerning the controversy between its members and those of Bricklayers' Unions Nos. 3 and 27, Boston:—

For the past twelve years there has existed between the master masons of Boston and vicinity and the bricklayers' union a "joint agreement," by the terms of which all matters of mutual concern were annually referred to a joint committee for settlement. This committee consisted of an equal number of workmen and employers, with an umpire selected from outside the interests involved, "neither a workman nor an employer of workmen." The agreement comprehended that under no circumstances should there be any strike, sympathetic or otherwise, or any lockout, but that work should always proceed without interruption, the findings of this joint committee governing all parties concerned.

Although not expressed in terms in the body of the agreement, it was understood and agreed at the outset that discrimination against non-union men should be abandoned, and in practice this has prevailed, no acts of this character being noted in the whole period of twelve years.

The umpire provided for has been called into service but four or five times in the whole term, the committee having in other years arrived at conclusions without the umpire's assistance. The findings of the committee and of the umpire have been followed by both workmen and employers in every instance, and not an hour's time has been lost by either employers or workmen in this trade on account of labor issues.

In spite of the peaceful result following from this business-like method of settling matters of mutual concern, the bricklayers' unions, in April last, without previous notice, and while the joint

committee was in session discussing "working rules" for the ensuing year, withdrew from the joint agreement, handed in a set of "rules" which it had privately prepared, and informed the Master Masons' Association that "if these rules were adopted by the master masons" they, the unions, would assent to an arbitration committee to "pass upon any failure to live up to the rules," and asked for a conference on this basis.

No reason was given by the unions for their withdrawal from the agreement of twelve years' standing, and the only reason that has since been drawn from them, by correspondence and conferences which were granted, was that they did not like the idea of having an umpire, or the way in which he was selected under the agreement.

The Master Masons' Association declined to be dictated to in the fashion proposed, and informed the unions that it was ready to continue the agreement as heretofore, leaving the settlement of "wages and working rules" to the joint committee, pointing out the fact that an umpire must certainly be provided for, and that he should be from outside the interests involved, as arranged under the agreement.

This, then, is the issue. The unions have framed rules and determined upon wages without co-operation with the employers, and are now attempting to enforce their acceptance by strike. The Master Masons' Association insists that wages and working rules should be determined only by a joint committee representing both interests, and that a primary agreement must be executed by and between the organizations concerned, creating and establishing such joint committee and fixing its functions; which primary agreement shall bind the parties to observe the finding of the committee, and also declare adherence by both interests to the principles previously referred to as governing the bodies in times past, viz.: no discrimination against either workmen or employers on account of membership or non-membership in unions or associations; no sympathetic action by either party to the agreement in support of any action or purpose of any other organizations, or the members thereof.

This agreement has been redrafted to the end that none of the language used shall be ambiguous; has been presented to the

unions, and the adoption and execution of the same demanded as a necessary preliminary to negotiations. This proffer of the master masons has been refused after many conferences between committees from both sides.

The Master Masons' Association constitutes a section of the Master Builders' Association. The agreement referred to in the foregoing proposes a method of peaceful settlement of questions of mutual concern. It is the standard agreement always put forth by the Master Builders' Association when negotiating with a labor union, and when that instrument is adopted by a craft, committees in joint session determine the wages and working rules. The employers' association deems the adoption of this instrument a first essential to harmony. By such an agreement the trade in question is guaranteed an equal representation on the committee to which disputes shall be referred, the parties are safeguarded against strikes and lockouts. A copy of the proposed agreement may be found on page 191.

The strike was declared off October 25. The 5 per cent. increase had been granted in all but two instances, and these were ignored by the union for the reason that all its members had obtained work.

WILLIAM ROSNOSKY & CO.—BOSTON.

On July 1 information of a strike in the cap-making shop of William Rosnosky & Co. was received, and the Board's services were speedily offered to both parties. The employer stated that a demand for an increase in price of certain items of work over those established the pre-

ceding year, amounting to about 20 per cent., had been made.

The strikers, who were members of the capmakers' union, expressed dissatisfaction with the settlement of last year, and declined the Board's services; but separate interviews were had with the parties, and suitable advice was given. It appeared that the differences were two, — one of price and one involving trade-union principles. That of price was very small, amounting to not more than $2\frac{1}{2}$ cents upon a dozen caps. There was, however, a serious objection on the part of the union to the non-union men that were employed there.

Finally an agreement was made on July 14 between the manufacturing firm and its former employees, of which the following is a copy: —

Agreement between WILLIAM ROSNOSKY & Co., manufacturers of cloth head gear, and workmen employed in their shop.

Serge cap, $2\frac{1}{2}$ cents extra. 6/4 golfs, stitched seams, 30 cents; lining after blocking, $32\frac{1}{2}$ cents. 8/4 golfs, stitched seams, 40 cents; silk stitched, 45 cents. 8/4 golfs, taped seams, 45 cents; sweats sewed in after, 50 cents. 8/4 Etons, lined, 35 cents. 8/4 Etons, satin lined, 40 cents; silk stitched, 45 cents. 8/4 Etons, taped, 45 cents; silk stitched, 50 cents. 8/4 Etons, stitched visor, 50 cents. D. C. yachts, 50 cents; welt in band, 55 cents. D. C. yachts, plain stitched tip, 40 cents; welt in band, 45 cents. Cheap yachts, 35 cents; strip in tip, 5 cents extra. Beach hats, $37\frac{1}{2}$ cents. Washable sailors, 35 cents. All base ball caps, 40 cents. Silk navies, hand finished, 35 cents. Silk navies, machine finished, 45 cents. Ping-pong hats, men's and boys', 65 cents. English turbans, 55 cents. Silk polo, 40 cents. Silk turbans, 50 cents. Silk college, 50 cents. Plain Pemberton, 45 cents. Plain good Pemberton, 60 cents. Plain false band Pemberton, $47\frac{1}{2}$ cents. Plush and astrachan band Pemberton, 55 cents. Pemberton, ribbon bound, 65 cents. Pemberton, lined band, 65 cents. Pem-

berton, Napoleon band, 60 cents. 6/4 Pemberton false band, 52½ cents; full band, 50 cents. 6/4 Pemberton good, 65 cents. Cheap D. B. yachts, 60 cents; good D. B. yachts, 70 cents. D. B. yachts, lined, 60 cents. 6/4 D. B. golfs, 45 cents. 8/4 D. B. golfs, 50 cents. 6/4 D. B. golfs, inside band, 50 cents; whole band, 55 cents. 8/4 D. B. golfs, inside band, 55 cents; whole band, 60 cents. 6/4 D. B. golfs, lined band, 50 cents. 8/4 D. B. golfs, lined band, 55 cents. Cheap D. B. polo, plain tip, turned band, 25 cents. Polo stitched tip, 45 cents. Polo lined band, 45 cents. Polo good, lined band, 55 cents. Plain astrachan polo, 32½ cents. Polo, with six rows stitching on ribbon, 50 cents. All caps with patents, 5 cents extra. One-half dozen lots, 5 cents extra per dozen. 6/4 serge golfs to be divided equally. Time for work, from 7.30 A.M. to 6 P.M. Lucy McClutchy, \$9.50; Annie O'Brien, \$8.50. This price list is good for cutters, blockers and operators, until January 1, 1904.

Any new cap must be agreed on price by a committee from the shop.

H. HINDER.

D. LEVINE.

LEON LEVY.

WM. ROSNOSKY.

ARNOLD PRINT WORKS—NORTH ADAMS.

On the first of July 200 weavers employed at the Eclipse Mill of the Arnold Print Works in North Adams quit work and went out on strike, to resist a requirement of over-time work.

The Fourth of July falling on Saturday would shorten the 58-hour week by half a day; and to secure a full week's time, a table had been drawn up, adding one hour to each day's work for five days up to Friday night and a half hour to Saturday morning.

On Monday and Tuesday, the last days of June, the

weavers did not work the extra hour, and on Wednesday they found that the power was not sufficient to start their looms. On making inquiries at the office, they were given their choice of working the over-time required or of being discharged. They thereupon quit work, and appointed a committee to meet the superintendent, and from him learned that all who had quit work might consider themselves discharged.

The State Board of Conciliation and Arbitration communicated with the employer and offered its services as mediator, for it seemed there could not be much difficulty in bringing about an adjustment when union weavers employed in the Beaver Mill of the same company remained at work under the change of hours.

The employer stated that the workpeople in question were already applying for reinstatement, and such indeed was the fact; for after an absence of about twenty-four hours all hands were again at work in their old positions, apparently contented.

EMPIRE SHOE COMPANY—BROCKTON.

On the second day of July the following decision was rendered:—

In the matter of the joint application of the Empire Shoe Company of Brockton and the lasters in its employ.

The question referred to this Board is: What prices are fair for the following items as performed in the lasting department of the Empire Shoe Company at Brockton? Having fully considered the matter the Board recommends the following:—

**MCKAY WORK ON THE CONSOLIDATED HAND-METHOD LASTING
MACHINE, PER 24 PAIRS.**

	Pulling.	Operating.
Satin oil, grain or calf, plain toe,	\$0 63	\$0 24
Satin oil, grain or calf, cap toe, canvas box,	75	24
Satin oil, grain or calf, cap toe, moulded box,	84	24
Box calf, vici, velours or kangaroo (side-leather), with or without box,	90	30
Enamel, patent colt or patent leather, with or with- out box,	96	30
Samples or single pairs, extra per pair, \$0.02.		
Tacking on soles: over 14 edge, \$0.15; 14 edge or under, \$0.11.		

**GOODYEAR WELTS ON THE CONSOLIDATED HAND-METHOD LASTING
MACHINE, PER PAIR.**

	Pulling.	Operating.
Patent colt, plain toe,	\$0 05	\$0 02½
Patent chrome, cowhide,	04½	02
Patent split or enamel,	04	01½
Cordovan or horsehide,	08½	01½
Velours calf or colored goods,	08½	01½
Satin oil, calf, kangaroo, box calf or vici,	03	01½
Flat leather box or combination box, extra,	00½	-
Canvas box, shellacked twice, extra,	00½	-
Samples or single pairs, extra,	02	-

Lasting between tip and throat, ½ of pulling price.

"Cripples," when pulled off and the puller is not at fault, ½ price.

GOODYEAR WELTS ON THE CHASE LASTING MACHINE, PER PAIR.

Patent colt,	\$0 10
Patent chrome cowhide (side-leather),	08½
Patent split, buggy-top or enamel,	08
Cordovan or horsehide,	07½
Velours calf or colored goods,	06½
Satin oil, calf, kangaroo, box calf or vici,	06
Flat leather box or combination box, extra,	00½
Canvas box, shellacked twice, extra,	00½
Samples or single pairs, extra,	02

"Cripples," when pulled off and the puller is not at fault, ½ price.

Hour work, \$0.33½.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

Result.—On July 10 a letter was received from the employer, requesting information as to the kind of “calf” mentioned in the first item of the foregoing decision, namely, satin oil, grain or calf, plain toe. The Board replied that the word “calf” in that item meant “wax calf.”

In a letter received on July 11 from Thomas H. Fair, in behalf of employees in interest, an objection was made to the items of tacking on soles. Mr. Fair called on the 14th, and an interview was had upon the subject, which appeared to be satisfactory, and no further objection has been raised.

THE STANDARD SKIRT COMPANY—BOSTON.

The employees of the Standard Skirt Company were laid off on July 9, according to the custom at that time of the year; but they fancied that their employer was going out of business. Subsequently some were sent for to work on special orders, and the others straightway returned and demanded employment. Being told that there was no work, they declared a strike, whereupon the employer severed his relations with the union and advertised for help, with the intention of establishing a free shop. The Board offered its services as mediator, but the employer said he must decline until such time as the union would declare the strike off.

After an interview on the 20th with A. Brownstein, the business agent of the Skirt and Cloak Makers' Union No. 26 of Boston, and Myer Bloomfield of the Civic Service House, the Board, with Mr. Bloomfield's co-operation, arranged a meeting, at which the proprietor of the

Standard Skirt Company and the business agent conferred in the presence of the Board. The conference closed with a better understanding between the parties, but no definite result was reached.

Other efforts were made from time to time, but it was found that neither party was willing to abate its demands.

On the 5th of August the proprietor stated that he had informed the union that he would employ none but union help. No definite settlement was ever reached, but the business was resumed and carried on harmoniously with none but union help, under a tacit agreement that there should be no trouble before the time for making a new agreement.

T. D. BARRY & CO., CONDON BROTHERS & CO., W. L. DOUGLAS SHOE COMPANY, CHARLES A. EATON COMPANY, EMPIRE SHOE COMPANY, R. B. GROVER & CO., KELLY-EVANS COMPANY, F. C. KINGMAN, C. S. MARSHALL & CO., J. M. O'DONNELL & CO. AND J. W. TERHUNE SHOE COMPANY—BROCKTON.

On July 7 the following decision was rendered:—

In the matter of the joint applications of T. D. Barry & Co. (Factory No. 1), T. D. Barry & Co. (Factory No. 2), Condon Brothers & Co., W. L. Douglas Shoe Company, C. A. Eaton Company, Empire Shoe Company, R. B. Grover & Co., Kelly-Evans Company, F. C. Kingman, C. S. Marshall & Co., J. M. O'Donnell & Co. and J. W. Terhune Shoe Company, of Brockton, and their employees in the cutting department.

In these cases a question of fair prices for work performed in cutting rooms was referred to the Board. A public hearing was given to all the parties involved, the Board has obtained, through conferences, the views of employer and employed concerning day and piece prices; moreover, the rates paid for similar work in a large number of factories were ascertained through the assistance of men skilled in the trade. In view of all the testimony, the Board recommends for the present the following prices for labor

as now performed by workmen of average skill and capacity in all the branches of the cutting departments of the factories in question : —

	Per Day.
Sorters and special cutters,	\$3 00
Outside cutters,	2 75
Topping cutters,	2 50
Cloth-lining cutters,	2 50
Leather lining and gore cutters,	2 50
Skiving vamps,	2 50
Skiving tops and trimmings,	2 25
Dieing-out cloth on machine,	2 25
Crimping,	2 25
Throating vamps,	2 50
Marking linings,	2 00
Putting up linings,	2 00
Matching up work,	2 00
Pinking and punching,	2 00
Cutting trimmings with knife,	2 00
Dieing-out on block, according to proficiency,	\$1 00 to 2 00

The Board further recommends that the manufacturers and their employees proceed without delay to negotiate in joint committee a bill of wages for week work, specifying the number of pairs per day for shoes retailing at \$3.50, smaller stints for dearer grades and larger stints for cheaper grades, and a scale of piece prices ; that, in the event of not reaching such a mutual agreement by October 1, 1903, the matter be referred again to this Board, with the understanding that the award shall take effect from that date.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

**R. H. LONG SHOE MANUFACTURING COMPANY—
FRAMINGHAM.**

On July 7 the following decision was rendered :—

In the matter of the joint application of R. H. Long Shoe Manufacturing Company and its employees in the lasting department at Framingham.

Parties to this controversy have referred to the Board prices for lasting men's and women's shoes on the Chase and Consolidated

Hand-method machines. As to women's shoes, the Board understands that the parties have come to an agreement that the prices shall be the same as men's, as far as practicable. A hearing was had, and an investigation was made of prices and conditions prevailing in factories where shoes of like grade are produced. From all the evidence thus obtained, the Board recommends that the following prices per pair be paid for lasting in the factory of the R. H. Long Shoe Manufacturing Company at Framingham:—

LASTING ON THE CHASE MACHINE.

Men's shoes:—

Wax calf or box calf,	\$0 06
Vici or kangaroo,	06
Enamel grain or patent split,	08
Patent chrome,	08½
Patent colt, patent calf or patent vici,	10
All colored goods,	06½
Flat leather box, extra,	00½
Single pairs or customs, extra,	02
"Cripples," when puller or operator is not at fault: for pulling off, ½ price; for re-lasting, whole price.	

LASTING ON THE CONSOLIDATED HAND-METHOD LASTING MACHINE.

	Pulling.	Operating.
Wax calf, box calf, kangaroo or vici, plain toe or cap (without box),	\$0 03	\$0 01½
Black Russia, velours or colored goods,	03½	01½
Patent split or enamel,	04	01½
Patent chrome,	04½	02
Patent colt, patent calf, patent vici or box calf enamel,	05	02½
Patent tips, extra, \$0.01½.		
Flat leather box, extra, \$0.00½.		
Single pairs, extra, \$0.02.		
"Cripples," when puller or operator is not at fault: for pulling off, ½ price; for re-lasting, whole price.		
When puller is required to pull the shoe down between tip and throat, ⅓ price for pulling.		

By the Board,

BERNARD F. SUPPLE, *Secretary*.

J. F. PAUL & CO.—BOSTON.

Difficulty having arisen in July between teamsters in the employ of J. F. Paul & Co. of Boston because of a refusal to raise wages from \$10 to \$12 a week, the Board communicated with the employer.

He said in response to the Board's inquiries that he could do with fewer teamsters, and would be obliged to discharge some of them if forced to raise the wages.

The employer's attitude was made known to the teamsters. They obtained a conference, after which nothing further was heard of the matter.

C. E. DEARBORN—BROOKLINE.

On July 20 notice was received of a controversy between the team drivers in the employ of C. E. Dearborn of Brookline, who had raised wages from \$10 to \$11, instead of \$12, as requested. The Board informed the employer of the notice, and he expressed a willingness to confer with representatives of the drivers.

This was made known to the lumber teamsters, who subsequently reported a satisfactory settlement.

MASTER MASONS—LYNN.

On July 24 master masons of Lynn and Building Laborers' Union No. 2, representing their employees, met by committee in the presence of the Board at the rooms of the Lynn Board of Trade, and conferred upon the subject of settling a difficulty. A strike of building laborers in the employ of E. E. Strout had been followed

by a lockout of 500 men. The question at issue was, How much earlier than 8 A.M. and 1 P.M. should the mortar mixers begin work? The employees claimed that the time of five minutes before the masons began was sufficient for preparing the mortar; but the master masons required a quarter of an hour.

A previous dispute had been settled in May; but the agreement reached did not contemplate the present matter of controversy.

The conference resulted in an agreement supplementary to that of May, and no difficulty has since appeared in that branch of the building industry in Lynn.

GEORGE E. NICHOLSON COMPANY—LYNN.

On July 29, 26 lasters employed by the George E. Nicholson Company, shoe manufacturer of Lynn, went out on a strike to resist a reduction of the price for lasting patent-leather-tip shoes. On the 30th, however, they returned to work, with the understanding that the matter in dispute should be referred to the State Board of Arbitration. Separate interviews were had and suitable advice was given to the parties in interest, with a view to inducing negotiations. Conferences were accordingly had, resulting in an agreement satisfactory to all concerned. No further difficulty has arisen in that quarter.

GEORGE G. SNOW COMPANY—BROCKTON.

Towards the last of July an application, signed by George G. Snow Company of Brockton and F. E. Studley, representing employees in the stitching department,

was received and filed. The controversy arose out of "inability to agree upon an adjustment of prices for undertrimming in the stitching department, manufacturers claiming they are paying more than their competitors, and that their request for adjustment upon that basis was refused." After correspondence relative to the presentation of the case, and after delays owing to the absence of the employees' agent, the Board received a letter, jointly signed, saying as follows:—

We are of the opinion that the establishment of the proposed committee of conciliation in the city can settle these matters in connection with others. Consequently, if not absolutely necessary for your attention, we would request that these matters be delayed for a time, pending the formation of said committee. In event of failure to form such committee, we will advise you at once.

Though the committee was not established, it is understood that some sort of an adjustment was arrived at. The controversy was never revived.

MERCHANTS AND MINERS TRANSPORTATION COMPANY, METROPOLITAN STEAMSHIP COMPANY, BOSTON AND PHILADELPHIA STEAMSHIP COMPANY, OCEAN STEAMSHIP COMPANY, CANADA, ATLANTIC AND PLANT STEAMSHIP COMPANY, LTD., CLYDE, NEW ENGLAND AND SOUTHERN LINES, AND JOY STEAMSHIP COMPANY—BOSTON.

On the first of August Local Union No. 302 of the International Longshoremen Marine and Transport Workers' Association, representing longshoremen employed by steamship lines doing a coasting trade with Boston, presented certain demands to their employers, of which a

copy is contained in the following reply, made by the employers on the 7th: —

To the Freight Handlers of the Coastwise Steamship Lines of Boston.

The undersigned have been presented with the following "Memorandum of Agreement," unaccompanied by any letter or other written communication in regard to it: —

MEMORANDUM OF AN AGREEMENT made and entered into this day of _____, A.D. 1903, by and between THE INTERNATIONAL LONGSHOREMEN MARINE AND TRANSPORT WORKERS' ASSOCIATION, LOCAL 302, and (the local agents of steamship lines).

Article 1. — Ten hours, from 7 o'clock A.M. to 6 o'clock P.M., shall constitute a day's work; and one hour shall be allowed for dinner, from 12 o'clock M. to 1 o'clock P.M.

Article 2. — All time over and above shall be paid at the rate of 40 cents per hour, except Sundays and legal holidays, for which time the pay shall be 50 cents per hour. In no case shall the pay of holidays be deducted from the weekly payment.

Article 3. — The holidays recognized in this agreement are as follows: Washington's Birthday, Patriots' Day, Memorial Day, June 17, July 4, Labor Day, Thanksgiving and Christmas. Under no circumstances shall a member of our organization be required to work on Labor Day. The holidays herein named shall not be deducted from the weekly men's wages.

Article 4. — When men are called out, and no ship ready to work, they shall receive one hour's pay for the same. When working all night, they shall get one-half hour for lunch without loss of pay; and when obliged to work meal hour, double time shall be allowed.

Article 5. — The minimum wages for weekly men shall be \$14 per week. Hourly men shall be paid 30 cents per hour, or a fractional part of an hour shall be paid at the rate of said 30 cents per hour from 7 o'clock A.M. to 6 o'clock P.M.

Article 6. — In hiring men in the future, members of our International Longshoremen Marine and Transport Workers shall be given the preference, when of equal skill and capacity; and two members of the organization on each wharf shall be allowed to act as representatives of the organization, without discrimination.

Article 7. — A strike shall not be considered except as herein named by a direct violation of this agreement, and a settlement and termination not agreed to by both parties. The question shall then be submitted to the State Board of Conciliation and Arbitration, with both committees for conciliation and arbitration.

This agreement shall take effect August , A.D. 1903.

President and Business Agent, Local 302.

Agent for Steamship Line.

We have no knowledge who the officers of this association are, nor how far they are acting in this matter as representatives of our respective employees; but asking us to place in the hands of outside parties the hiring of our men and the supervision of them after they are hired, giving us no voice in their selection and no authority over them after their employment, is asking us to part with the control of this department of our business. In making such a request we believe that they must have largely exceeded any authority given them.

Of course none of the companies could with safety to their interests consent to such an arrangement.

We have not hitherto discriminated either for or against union labor; but if we are to understand that the above form of agreement is a notice to us of the views and purposes of the International Longshoremen Marine and Transport Workers, it becomes our duty to protect our several corporations as far as possible from such hostile attempts to control our business by selecting for our employees men not entertaining such views.

You will notice that the reference to the State Board of Conciliation and Arbitration is not a reference as to the justice and propriety of the agreement aforesaid, but as to matters that might arise were the agreement once in force.

As to the rate of wages, the rate now being paid to the freight handlers of the coastwise steamship companies is largely in excess of the wages paid by the railroad lines with whom they are in direct competition. The highest rate of wages paid by the railroads is \$1.85 per day, or 18½ cents per hour for 10 hours; over-time, 20 cents per hour, including Sundays (8 hours). The rate of wages

paid by the coastwise steamship lines is \$2 per day for weekly labor and 30 cents per hour for hourly labor and over-time. All of the coastwise steamship lines coming into Boston now pay from 5 to 10 per cent. more for weekly labor and 50 per cent. more for hourly labor and over-time than is paid to the freight handlers of the railroads with whom they directly compete.

For the reasons given above, the companies decline to consider the aforesaid agreement. We trust that, if the parties presenting the agreement are acting in any way for the employees of the steamship lines, these employees will, upon reflection and consideration of the reasons set forth, cheerfully acquiesce in the views taken by the undersigned in this matter; and we trust that the amicable relations that in many cases have existed for years may continue unbroken.

MERCHANTS AND MINERS' TRANSPORTATION COMPANY,

By A. M. GRAHAM, *Agent*.

BOSTON AND PHILADELPHIA STEAMSHIP COMPANY,

By ALFRED WINSOR, *President*.

METROPOLITAN STEAMSHIP COMPANY,

By HENRY M. WHITNEY, *Agent*.

OCEAN STEAMSHIP COMPANY,

By E. H. DOWNING, *Agent*.

CANADA, ATLANTIC AND PLANT STEAMSHIP COMPANY, LTD.,

By E. H. DOWNING, *Agent*.

THE CLYDE, NEW ENGLAND AND SOUTHERN LINES,

By ALBERT SMITH, *Superintendent*.

JOY STEAMSHIP COMPANY,

By B. D. PITTS, *Agent*.

The employers felt that the men, having little to do on three days of the week, were adequately paid; and one of the employers expressed surprise at Article 3 of the proposed agreement, inasmuch as he had always paid his employees for holidays.

At the time of the demand the Board had made inquiries with a view to ascertaining what danger there might be of a strike.

On August 12 Messrs. Driscoll, Crozier and Minnehan, of the American Federation of Labor and of the Boston Central Labor Union, gave notice of the controversy, and requested the Board's assistance in negotiating a settlement. It was understood that, for the time being, the men would continue at work.

During the next two weeks several interviews were had on one side and the other, but no conference could be arranged, the employers standing firmly on the ground given in their response as stated. An interview was had with the agent of the Metropolitan Steamship Company, but without tangible result.

On September 8 and 15 interviews were had with the various labor organizations having an interest in the longshoremen's demands, and the attitude of the employers was made known to them substantially as follows: that in the matter of any controversy each company will deal with its own employees, and will meet them for the purpose of discussing whatever matters in dispute there may be between them. The employers have no association, and, though matters of common interest are sometimes discussed by the different transportation companies, they act as individuals only, and for that reason will not meet the representatives of the longshoremen taken as a whole.

The Board's advice was that the employees of the several companies consult with persons in authority in their respective companies, and thus endeavor to secure a satisfactory adjustment of their differences.

On the 24th Messrs. Crozier, of the State Federation of Labor, and Gilligan, business agent of the Boston longshoremen, informed the Board that four of the com-

panies declined to enter into any conference upon the subject. They were advised to avoid extreme measures, and take only such action as would tend to induce the companies to enter into a conference on the subject of a settlement.

In view of the American Federation of Labor convention, which was held in the following month at Faneuil Hall, they laid the matter before the general body, in the hope of discovering a way that would lead to such a result.

Since then the Board has been in frequent communication with men prominently interested in the movement of longshoremen, and has not learned of any further steps towards a settlement.

It is gratifying to report that there has been no strike.

CLARK & COLE—MIDDLEBOROUGH.

On August 1 the firm discharged a foreman of the printing department, for the reason, as alleged, that he had refused to teach a new hand. Mr. Cole thereupon advertised for another foreman, obtaining one on the 3d. Clark & Cole's workmen on the 6th retaliated by advertising the trouble in Middleborough, and advising organized labor to keep away. Mr. Cole thereupon appealed to the Board, and the Board communicated with Mr. Dewhurst, president of the union. Notwithstanding an agreement to settle difficulties peaceably, the union threatened to strike. The Board advised that everything offensive be retracted, and that any dispute that might arise become the subject of peaceful negotiations under the agreement to be filed in the

foregoing statement. The employer and the president of the union requested that the Board notify Mr. Guntner, national organizer of the Amalgamated Woodworkers' International Union of America. Having experienced some difficulty in obtaining the address of Mr. Guntner, the following letter was sent:—

BOSTON, August 6, 1903.

Mr. GEORGE M. GUNTNER, *National Organizer, Amalgamated Woodworkers' International Union of America, General Delivery, West Gardner, Mass.*

DEAR SIR:—I enclose herewith a copy of the agreement between yourself and Elmer B. Cole. Under Article XII disputes should be referred to this Board. The following announcement, destined to stand till forbidden, appears in the Boston "Globe" of this day for the first time:—

Printers, attention! Wood printers keep away from Middleborough, Mass., trouble existing. Per order Local No. 248, Woodworkers.

The firm of Clark & Cole complains of injury to business and of threat to strike in violation of agreement, and requests that we notify you. The union maintains its attitude, has appointed a committee to investigate, will telegraph to headquarters announcing difficulty, and suggesting that you be instructed to assume direction.

Hoping to learn soon that affairs have taken a better course, I am,

Yours respectfully,

BERNARD F. SUPPLE, *Secretary.*

On August 7 the men had a shop meeting at 5 o'clock in the afternoon. Mr. Guntner appeared and addressed the meeting. After much difficulty Mr. Cole was sustained by the union, but on August 18 a new foreman, notwithstanding his union sympathies and his application to the union for membership, had been rejected. The employer was doubtful whether to retain or discharge him. On the 20th, responding to the Board's invitation,

a conference was had between Mr. Guntner and Mr. Cole, which was renewed on the 21st. At Middleborough, on the 22d, the Board was informed that a settlement had been reached after mutual explanations. No further difficulty has attracted the attention of the Board to this factory.

GUYER HAT COMPANY — BOSTON.

On the fourth day of August J. J. Brophy, agent of the Steamfitters' Union, gave oral notice that a strike in the factory of the Guyer Hat Company at Roxbury might result from the discharge of a certain workman because of his former activity in the Hat Makers' Union.

It appeared that on several occasions, years before, the hat maker had served the union in committee on securing better wages, and had grown suspicious that every change of method within the factory was intended to diminish his fame as a workman of skill and capacity.

The employer stated that he did not believe there was any disposition in the factory to go on strike; that the workmen were satisfied, and that he had not received any complaint, and could not re-employ the man in question for the reason that he had persisted in doing bad work after repeated warnings; that, while it was true that he had been shifted from one job to another, it was due to a charitable desire on the part of the employer to find some position that he could fill acceptably, rather than to discharge him summarily. Finally it was concluded that it would cost too much to keep him, and for that reason he was discharged. The employer

disclaimed any intention to punish any one for activity in union affairs.

The foregoing was reported to Mr. Brophy. It was learned subsequently that the man in question had secured work elsewhere in all respects satisfactory, save that the shop was remote from the place where he had spent all his life, and that he was separated from his family. There was no strike.

W. L. DOUGLAS SHOE COMPANY—BROCKTON.

On August 6 the following decision was rendered :—

In the matter of the joint application of W. L. Douglas Shoe Company of Brockton and its employees in the channeling department.

A difference of opinion as to prices for turning up channels, cementing channels and turning down channels was jointly submitted to the judgment of this Board. Careful inquiry into the controversy has been made, and all the parties in interest have been heard.

Having in view all the facts and circumstances, the Board finds no reason for recommending any increase over the prices now paid in the channeling department of the W. L. Douglas shoe factory at Brockton.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

NEW YORK CENTRAL RAILROAD—BOSTON.

On the eighth day of August 464 machinists and their helpers, employed by the New York Central Railroad on the Boston & Albany division in Boston, Springfield, Rensselaer, N. Y., and Worcester and Beacon Park, went out on strike to enforce a demand for former wages, with a view to a remedy of reduction resulting

from a shortening of the 10-hour work day to one of 9 hours, and for over-time pay calculated from 5 o'clock in the afternoon instead of from 6 o'clock.

The men claimed that they had experienced difficulty in finding the proper officer of the railroad of whom to make their request; and on August 5 simultaneous meetings were held in different cities, in all of which it was voted to strike unless the demand were attended to in a satisfactory manner on or before 10 o'clock in the forenoon of August 8.

On the 6th a conference was had between the workmen's committee and Superintendent Purvis, who offered to take the committee to New York for the purpose of conferring with a higher officer, who was not expected in Boston before the 15th. This was declined, and no definite conclusion was reached. On the 7th the Board interviewed Mr. Purves, and found that he was willing to confer with the workmen at any time, and that his offer to take their committee to New York was still open.

As the result of simultaneous meetings of the unions held that evening in Boston, Springfield and Rensselaer, co-ordinate action having been secured by telephone, it was resolved to strike on the following day. The machinists' helpers concurred in the movement. The sympathy of the members of the Brotherhood of Locomotive Engineers was relied upon with confidence, and the possible accumulation of engines out of service for lack of proper repairs gave rise to apprehensions that the traffic of the road would be seriously interfered with.

On the 10th the Board acted as intermediary. Mr. Edgar Van Etten, superintendent of the division, ex-

pressed a willingness to confer with the machinists' committee at any time, and to leave the matters of dispute to the decision of an improvised Board.

On the 13th Mr. Van Etten's proposition was laid before the workmen's committee and Mr. Landers.

The Board advised a careful consideration of the offer to leave the matter to arbitration, and expressed a hope that the committee would call on Mr. Van Etten.

On the 25th a conference between the management of the road and a committee of the union was had, which resulted in the following agreement:—

At a meeting held in Boston, August 25, 1903, it was agreed that, beginning August 29, 9 hours should constitute a day's work in all shops of the Boston & Albany Railroad, and that time and one-half should be paid for more than a day's work in all round-houses, time and one-half after 10 hours.

Time and one-half will be paid for Sundays and legal holidays.

No discrimination shall be made against men returning to work Thursday morning, the 27th inst. Those who cannot be placed in their former positions shall be placed elsewhere.

On the 27th the men began to return, and in a few days all hands were back to work, almost all in their former places, 82 returning in Boston, 123 in Springfield, 130 in Rensselaer and 8 in Worcester. Carpenters and other mechanics who had been idle in consequence soon found employment in their former positions.

There was some dissatisfaction expressed with the terms of the settlement, and a belief that at best it was but temporary; but no further difficulty has since arisen.

F. KNIGHT CORPORATION—BOSTON.

On August 10 Messrs. J. A. Murray and J. A. Duffy, business agents of the Boston Local Union No. 25 of the Teamdrivers' International Union, gave formal notice of a threatened strike in the teaming industry of F. Knight Corporation of Boston, alleging that 10 or more men of the 80 teamsters in the employ of that corporation were receiving \$1 less than the agreement effected between the Master Teamsters' Association of Boston and the union, saying:—

We contend that a wagon carrying 2,500 pounds or more is entitled to \$12 a week, and a wagon carrying less than 2,500 pounds, \$11 a week.

The notice prayed the Board to communicate as soon as may be with both parties, and endeavor to effect by mediation a friendly settlement; and, if possible, to investigate the controversy, and ascertain which party thereto was mainly responsible for it.

The representatives of the corporation, in an interview on September 10, claimed to be acting within the provisions of the trade agreement for 1903, and said, moreover, that the matter was in the hands of the Master Teamsters' Association for adjustment.

The Board, mediating between the parties on September 14, reported to the employer that the team drivers claimed that for wagons of 1¾-inch axle and larger \$12 a week should be paid; for lighter wagons, \$11; that the master teamsters' committee has a list of the wagons of the F. Knight Corporation, and that \$12 for wagons of 2,500

pounds capacity and \$11 for wagons lighter than that is the rate, an understanding to which other master teamsters had conformed. Mr. Knight said that he would take the matter under consideration.

The strike did not occur, and early in December it was ascertained that the consideration of the matter would be postponed to the time of making a new agreement, which would be January 10 of the current year.

A temporary accommodation had been made by two barn committees, the terms of which were not made known even to the union, and the union was not disposed to question the settlement during the period of the agreement yet remaining; but in another month it was hoped that a permanent understanding would be reached, which would prevent the recurrence of the controversy with the F. Knight Corporation.

The case finally disappeared on concluding the following agreement: —

MEMORANDUM OF AGREEMENT made and entered into this tenth day of January, 1904, by and between the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 25, and the MASTER TEAMSTERS OF BOSTON.

Article I. — Eleven hours in 12, from 6 A.M. to 6 P.M., shall constitute a working day. Said time shall commence from time of reporting at stable till time of dismissal at night. One hour, on or as near the usual hour 12 to 1 as possible, be allowed for dinner.

Article II. — All time over and above said time shall be paid for at the rate of 25 cents per hour, or fractional part thereof, except Sundays and legal holidays, which shall be paid for at the rate of double time. (It is understood that men shall care for horses on the mornings of Sunday and holidays and pile sleds on one holiday without extra pay, and that in no case shall the pay-

ment for a holiday be deducted. If a man is called upon to work on a holiday, he shall be paid 25 cents per hour additional.)

Article III. — The holidays recognized in this agreement are as follows: Washington's Birthday, Patriots' Day, June 17, Memorial Day, July 4, Labor Day, Thanksgiving and Christmas. Under no circumstances shall any member of the organization be required to work on Labor Day. The days herein named shall not be deducted from the regular weekly wages.

Article IV. — All outside lumpers shall receive 40 cents per hour, and all time over and above said 11 hours shall be paid for at the rate of time and a half, *i.e.*, 60 cents, fractional parts of an hour to be paid for at the rate of one hour.

Article V. — Regular lumpers shall receive not less than \$14 per working week. Laborers shall receive \$12 a week. A lumper is one who takes responsibility and directs operations; a laborer is one who has no responsibility, and only uses physical energy.

Article VI. — The minimum rate of wages per week for drivers shall be as follows: —

One-horse light wagons,	. . . . .	\$11 00
One-horse heavy wagons,	. . . . .	12 00
Two-horse wagons,	. . . . .	14 00
Three-horse teams,	. . . . .	15 00
Four-horse teams,	. . . . .	16 00
Five-horse teams,	. . . . .	17 00
Six-horse teams,	. . . . .	18 00

Fifty cents extra per day shall be paid for less than a working week. A substitute shall receive the same pay as the man whose place he fills.

Article VII. — In hiring teamsters in the future, members of the International Brotherhood of Teamsters shall be given the preference, and one member of the organization in each stable shall be allowed to act as representative of the organization, without discrimination.

Article VIII. — A strike shall not be considered except as herein named. A strike ordered by the International Brotherhood of Teamsters shall not be an annulment of this agreement or a violation of the contract.

Should a strike be ordered by the International Brotherhood of

Teamsters, as above, and a settlement and termination be not agreed to by both parties, the question shall be submitted to a committee of employers and employees, and a third party, to be chosen by the employers and employees.

This agreement shall take effect January 10, 1904, and continue in force for one year, until January 10, 1905.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
LOCAL UNION 25,

By

MASTER TEAMSTERS OF BOSTON,

By

ATLAS TACK COMPANY—FAIRHAVEN.

On August 21 a notice was posted in the Atlas Tack Company's workshops, announcing a reduction. The men affected made oral reply to the superintendent, for transmission to the management, that they did not accept the reduction, but would work a two weeks' notice at the prices then in vogue. Believing that the superintendent did not transmit that part of their reply concerning the two weeks' notice, the matter was conveyed to the manager in writing at 3 o'clock. At 4 o'clock a new schedule was posted, which was to take effect on the following day.

Thirty men quit work on September 1 because of their repugnance to the change, alleging that it implied a reduction of about 40 per cent. in their earnings. Inasmuch as each man would be given the opportunity to run more machines, it was believed in some quarters that the greater product at a lower rate would enable them to earn as much, if not more, than before; namely, from \$4 to \$6 a day, out of which would be deducted the pay of feed boys.

Sixty feed boys were rendered idle, and it was feared that 300 people would soon be out of work.

The Board offered to mediate between them, but the employer said on the second day that there was no difficulty, the men had left without notice, the firm intended to change to day work, and that the matter was closed.

On September 3 notification was received by the Board of the strike, coupled with the request that it use its good offices with a view to restoring harmonious relations. The Board explained what had been done, and said that it was ready when the opportunity arose to do whatever might be done in the circumstances.

The employees were members of the Tack Makers' Union. No conference was had between the parties. The men offered to return and work out a two weeks' notice, but the offer was not accepted.

After seven weeks it was reported that the company had 5 experienced tack makers at work, but that the parties had not approached each other since the beginning. By that time several of the employees had secured work in other quarters.

The attention of the Board has not been called to the matter since.

HATCH & GRINNELL—BRAINTREE.

On September 1 the following decision was rendered :—

In the matter of the joint application of Hatch & Grinnell, formerly of Easton and now of Braintree, and their edgemakers.

Since filing the application in this case the firm has moved its factory from Easton to Braintree. The matters referred to the Board were the prices to be paid in the edgemaking department for trimming and setting edges on McKay-welt and Goodyear work. Having heard the parties and investigated the prices paid by competitors for work performed on shoes of like grade, the

following prices per 24 pairs are recommended for such work as is performed on McKay-welt and Goodyear work shoes in the edgemaking department of the factory of Hatch & Grinnell at Braintree:—

Edgetrimming,	\$0 32
Edgesetting, Union machine, one setting,	24

By the Board,
BERNARD F. SUPPLE, *Secretary*.

WALTER H. TUTTLE—LYNN.

On September 1 the following decision was rendered:—

In the matter of the joint application of Walter H. Tuttle of Lynn and his employees in the lasting machine department.

The controversy in this case relates to piece prices for operating the Consolidated Hand-method lasting machine in the manufacture of women's shoes. A hearing was had and inquiry made into the prices and methods in vogue in other factories making women's shoes of a similar grade and quality. Having in view all the circumstances, the Board recommends for the work in question, as performed in the lasting-machine department of the factory of Walter H. Tuttle at Lynn, the following prices per pair of women's shoes:—

Dongola and patent tip,	\$0 01½
Patent vamp,	01½

By the Board,
BERNARD F. SUPPLE, *Secretary*.

BOX MANUFACTURERS—BOSTON.

On September 4 the agent of the Amalgamated Woodworkers' Union gave notice of a demand for a 5 per cent. increase in wages, with a 54-hour week, and filed a copy

of a proposed agreement which subsequently became the subject of a conference between the union and the box manufacturers of Boston and the vicinity. The negotiations were amicable, and, while both parties were willing to accept the Board's services, the occasion for mediation did not arise. In October an agreement was reached which established a 9-hour day without any increase of pay.

NEW YORK CENTRAL RAILROAD—BOSTON, SPRINGFIELD.

At the time of the strike of machinists in the employ of the New York Central Railroad, on the Boston & Albany division, it was claimed that a similar demand on the part of the blacksmiths had been denied, but that there was a disposition to wait until the machinists' difficulty was adjusted before pressing the demand any further.

On September 17, 19 blacksmiths and 21 helpers quit work in the Allston shop, and on the following day 12 blacksmiths and 14 helpers in the West Springfield shop quit work, to enforce a demand for a 12½ per cent. increase in the wage schedule, by way of compensation for the loss in earnings incurred by changing from the 10 to the 9 hour day. The support of allied trades was confidently expected.

The strikers' committee stated the difficulty substantially as follows:—

When the half-holiday on Saturday was granted, the 54-hour week was established, which would average equivalent to a 9-hour day. The half-holiday, however, was not given to the black-

smiths at Rensselaer, N. Y., and upon their making complaint it was abolished, and the working time per week was restored to the 10-hour day basis, with a 5 per cent. increase on the hour rate for over-time work, until the settlement of the machinists' strike, since which time the blacksmiths have been working 9 hours daily and receiving nine-tenths of their former earnings, about the same as a laborer's pay. The demand for a $12\frac{1}{2}$ per cent. increase was simply asking for a living wage.

The Board had several interviews with the representative of the employer, who said that a conference had been had and the position of the road accurately defined, and that the desired increase would not be granted.

Early in November one of the strikers returned to work in the Allston shop, whereupon the boiler makers struck, and refused to return until the "strike breaker" left. He quit work; the boiler makers returned, and subsequently the "strike breaker" was expelled from the Blacksmiths' Union.

In the first week of November the railroad officials deemed the strike broken. No difficulty had been experienced for lack of men, and at last the full complement had been secured. Such strikers as desired to return might apply individually, and their applications would be taken under consideration.

On the 16th it was reported that the strike was settled. No formal agreement was made, and the understanding arrived at was not made public. On the 17th the strikers returned to work. The difficulty has not been renewed.

ELECTRICAL CONTRACTORS—BOSTON.

Messrs. Everett T. Mallory and John G. McLaughlin, representing Local Union No. 103 of the International Brotherhood of the Electrical Workers of America, called and expressed a desire for a conference with the electrical contractors of Boston and the vicinity, for the purpose of drafting a trade agreement embodying certain new demands of the workmen. The Board thereupon invited the employers to an interview, with the purpose of bringing about a conference of parties if possible; and several interviews on one side or the other were had during the next few weeks.

September 22 the parties met in the presence of the Board, and the matters in controversy were fully discussed. There appeared to be a desire on both sides to renew the agreement of the previous October, as reported in our seventeenth annual report; but a dispute arose as to the day when it should expire. At the suggestion of the Board both parties undertook to appoint conference committees, for the purpose of considering the subject of a new agreement to go into effect October 2, 1903. Thus the difficulty ended, both parties expressing their thanks that the Board had prevented matters from drifting into open hostilities. Subsequently an agreement was arrived at, but not without trouble in some quarters; for, a few of the contractors being dilatory in signing the agreement, a strike of about 200 employees occurred on November 12. On the following day, however, settlements permitting the return of all but 19 had been effected, and soon after all returned.

**ELECTRICAL CONTRACTORS OF BOSTON AND
VICINITY.**

On November 20 Everett T. Mallory gave notice of a dispute between his union and electricians of Boston, and requested the Board to bring about a conference. Responding to invitation, the parties met by committee at the State House on November 24, and conferred on the question of a settlement. The conference resulted in a joint submission of the dispute to this Board.

According to the application, the electrical contractors of Boston and the vicinity and workmen employed by them in various departments, being engaged in the business of installing electrical appliances at Boston and other places within fifteen miles, were parties to an agreement under which they submitted the following dispute:—

A controversy having arisen, both parties cite Article 23 of said agreement in support of their contention. The employers claim that said Article 23 applies to former members of the union; the employees claim that it applies to such persons only as had not been theretofore members of their union. The question referred to the arbitration of the State Board of Conciliation and Arbitration is: Does Article 23 apply to former members?

It appeared that the advice of the Board on September 22 resulted in a renewal of the agreement of October 2, 1902, with several important changes provided in Article 23 of the new agreement:—

Local Union No. 103, International Brotherhood of Electrical Workers, shall accept upon application, without prejudice based on any claims of former grievances, any journeyman or helper, whatever the classification of the contractor may be at the time of making application, into the union. Such new members as may

enter the union by reason of this agreement shall receive equal benefits with their fellow workmen, and shall be assessed no more in dues, fines or fees of any kind than are regularly exacted from other members of the local, provided they pass the regular examination provided for in this agreement.

The intention of this article was to prevent the punishment of so-called "strike breakers," and to give assurance that there was no disposition to treat well-wishers with severity. The matter having been thoroughly discussed in the presence of the Board, the parties waived further hearing and requested a prompt decision. On November 27 the following decision was rendered : —

In the matter of the joint application to the State Board of Conciliation and Arbitration, pursuant to an agreement, for arbitration of a controversy existing between electrical contractors of Boston and the vicinity and electrical workers employed by them, represented by Local Union No. 103 of the International Brotherhood of Electrical Workers of America.

Having considered said application and the claims of the respective parties as therein set forth, and having heard the parties by their duly appointed representatives, it is the decision of the Board that Article 23 of the agreement referred to in said application applies as well to persons who had at some time been members of the local union as to persons who had never been members of such union.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

Result. — Nothing further was heard of the difficulty.

RICE & HUTCHINS, INCORPORATED — ROCKLAND.

A joint application was received on September 26 from Rice & Hutchins, Incorporated, and employees in the treeing and packing departments of the factory at Rock-

land engaged in the manufacture of men's fine shoes. The matters in dispute were the prices for items of labor performed in these departments. A request was thereupon sent to both parties for a more specific statement of the controversy, and on the 30th the employer replied that, on obtaining such expert assistance as might be needed, the request would be complied with.

On the 15th of October a joint letter was received from Charles Hutchins and James F. Kane, agents of the respective parties, announcing a settlement, and later a brief statement of the agreement was received from one of the parties, with a request that the prices agreed upon be not made public.

J. H. WINCHELL & CO.—HAVERHILL.

On October 8 the following decision was rendered:—

In the matter of the joint application of J. H. Winchell & Co., shoe manufacturers, of Haverhill, and employees.

The Board is requested by the parties to this case to fix prices for labor performed in the stitching room and the lasting department of the factory of J. H. Winchell & Co., at Haverhill, on certain items of work jointly presented with the application. A hearing was given, and careful investigation of prices paid for similar work in competing factories was made. After full consideration, and in view of all the facts, the Board recommends that the following prices be paid for the work required in the factory of J. H. Winchell & Co., at Haverhill:—

STITCHING DEPARTMENT.

	Per Doz.
Closing men's cylinder bals. (tops) (Union Special machine), .	\$0 01½
Closing vamp, No. 3 stay (Union Special machine),	02½
Closing vamp, No. 3 stay, pressed (Union Special machine), .	02½
Staying men's plain vamp cylinder (two seams) (Union Special machine),	03

	Per Doz.
Flat vamping men's bals., three rows, three needle (Union Special machine),	\$0 08
Flat vamping men's Congress, three rows, three needle (Union Special machine),	08
Flat vamping men's Goodyear Oxford, two rows, two needle, rights and lefts (Union Special machine),	08
Flat vamping men's Goodyear Oxford, three rows, three needle, rights and lefts (Union Special machine),	08
Cylinder vamping, plain vamp, two rows, two needle (Union Special machine),	15
Cylinder vamping, plain vamp, three rows, three needle (Union Special machine),	16
Cylinder vamping, Blucher slot, including bar (Singer machine),	24
Lufkin presser, long vamps (men's),	04
Lufkin presser, patent leather circular vamps (men's),	03
Lining making, zigzag, Goodyear welt, including closing stay and putting on facings, stay held on,	10
Men's Blucher back stay No. 1 (Singer and Wheeler & Wilson machines), flat work,	14
Finished English back stay (Post machine),	05
Rubbing down, if done by the week, by machine (helper), \$7 per week.	
Rubbing down, if done by the piece,	01
Eyeletting women's Oxford (Peerless Rapid machine),	02
Eyeletting men's Marshall Congress (Peerless gang),	01½
Hooking (blind hooks), including holding stay, four or five hooks,	02
Closing on men's cylinder with strap (Singer machine),	04
Closing on men's plain bals,	03
Marking men's anchor lace (by hand),	01½
Marking men's anchor lace Oxford (by hand),	01½
Stitching No. 3 short back stay, Goodyear welt,	05
Stamping linings, men's Oxford (by machine),	00½
Foxing stitching, Blucher Oxford plain (men's),	06
Foxing stitching, Goodyear welt Blucher Oxford (men's), two and three rows,	07½
All hour work on machine repairing and regular work, per hour, \$0.25.	

LASTING (CONSOLIDATED HAND-METHOD MACHINE).

	Per Dozen.	
	Pulling-over.	Operating.
Men's Goodyear welt, tip or plain toe, regular stocks,	\$0 36	\$0 18
Men's Goodyear welt, Corona or Ideal kid,	40	20
Hard boxes (moulded), extra, \$0.06.		

	Per Dozen.	
	Pulling-over.	Operating.
Samples, per pair, extra, \$0.02.		
Men's, boys' and youths' McKay, tip or imitation, regular stocks,	\$0 27	-
Men's, boys' and youths' McKay, Corona or Ideal kid, with tip or imitation,	30	\$0 15
Hard boxes (moulded), extra, \$0.06.		
Samples, per pair, extra, \$0.02.		
Sole-laying, regular work, extra, \$0.06.		
Sole-laying, samples, extra, 50 per cent.		
Women's McKay, plain toe, regular stocks,	-	10
Women's McKay, tip or imitation, regular stocks,	18	11
Women's McKay, patent vamp with tip or imitation,	24	12
Women's McKay Corona or Ideal kid, plain toe,	26	-
Women's McKay Corona or Ideal kid, with tip or imitation,	28	-
Women's McKay, samples, per pair, \$0.04.		
Women's McKay, sole-laying, regular work, \$0.05.		
Women's McKay, sole-laying, samples, extra, 50 per cent.		

By the Board,

BERNARD F. SUPPLE, *Secretary.*

THE BOSTON AUTO-EXPRESS COMPANY — BOSTON.

On October 12 the joint council of the Teamdrivers' International Union appeared by committee at the Board room, and gave oral notice of a difficulty with the Boston Auto-Express Company, engaged in the carrying business and using horseless vehicles.

The difficulty arose through the discharge of certain employees, the workmen believing that it was because of membership in the union. They came to the Board, they said, after seeking in vain to confer with the manager.

The Board thereupon requested the treasurer to give the workmen a hearing, and on the following day a con-

ference was held in the presence of the Board, the general manager appearing for the employer, and Messrs. Frank P. Fall, James A. Duffy and Frank T. Lynch for the employees. The conference adjourned without agreement.

The general manager, however, undertook to formulate a set of rules that would be satisfactory to both parties, he believed, saying that he would make no discrimination between union and non-union men, and that when vacancies occurred he would consider any application for re-employment, and that the agent of the union might interview any employee alone in the office of the company.

On or about October 20 it was alleged that 14 men had been locked out for coming to work late, and that non-union men, equally delinquent, had been excused.

A strike was voted by the union of the 26th, and on the next day from 40 to 60 out of 90 quit work at the stations of the company in Cambridge, Chelsea, Dorchester, Somerville and Boston.

The employer denied that he had locked out any for being late, though he had discharged some for sufficient cause, and refused to reinstate them. New hands with a promise of permanent employment had been hired in the places of the strikers so far as it was possible to obtain men, and those of Somerville, on attempting to operate their vehicles as far as the street, had experienced difficulty by reason of the crowd of on-lookers.

On November 14 a conference was held in the office of the employer, and the matter was fully discussed. It appeared that on the occasion of the alleged lockout of

October 20, affecting 14 men, 6 had been discharged for other reasons than being late, which reasons were denied by the union, and that 8 had left voluntarily. The manager offered to take 1 union man back, and to consider such written applications as would be required of the remaining 7 who had left voluntarily, in case they desired reinstatement. The representatives of the union proposed that the company take back the 8 who were not discharged without any conditions, and make a thorough investigation of the other 6 cases. This proposition was declined, for the reason that a promise had been given to the new men that their positions would be permanent. To take back the strikers would be to compromise the manager's position and compel him to resign.

The question of leaving the whole difficulty to the State Board was then discussed, and both parties expressed a desire to do so if possible; but the law which requires that strikers return to work during arbitration proceedings was found to be an insuperable obstacle to the company's joining with the men in their petition for such arbitration. After agreeing to resume the discussion at another time, the conference was adjourned.

Towards the latter part of November the house of William Filene & Co. of Boston, represented by Mr. Corey, acting as the mediator at the request of the workmen, consulted with the Board as to what might best be done in the premises. An interview was had with the manager of the Boston Auto-Express Company concerning the reinstatement of the men who had been discharged for cause; but he still maintained that, their places having been filled with

men in every way satisfactory, under the assurance that their positions would be permanent, he could not see his way to a remedy.

Shortly after that the employer's business went into the hands of a receiver, and he, consulting with the union, agreed to bring the matter formally to the attention of the Board, with a view to arbitration. Accordingly they met on December 11 and 12 at the State House in the presence of the Board, for the purpose of framing an application.

The matter which they wished to refer to the Board was whether the company should take back their former employees.

Revised Laws, chapter 106, section 4, concerning references to the State Board of Arbitration, provides that : —

The application shall contain a concise statement of the grievances complained of, and a promise to continue in business or at work without any lockout or strike until the decision of the Board, if made within three weeks after the date of filing the application.

Section 2 of the same chapter, relating to the duties and powers of the Board when a strike or lockout is seriously threatened or is actually occurring, says that : —

The state board shall, as soon as may be, communicate with the employer and employees, and endeavor by mediation to obtain an amicable settlement, or endeavor to persuade them, if a strike or lockout has not actually occurred or is not then continuing, to submit the controversy to a local board of conciliation and arbitration, or to the state board.

Clearly, then, there could be no arbitration proceedings in the presence of such hostilities as have received the name of lockout or of strike.

The workmen were willing to promise to continue at work without a strike during the pendency of the Board's decision; but the employer would not promise to take them back until the Board decided that he ought to do so, and without such promises the Board could not undertake to decide the controversy.

The receiver did not need the work of all the hands, old and new, he said; and, in view of recent decisions of the courts, he feared to discharge such new hands as might have been induced to enter the service of the company by reason of the former manager's promising them steady work. He expressed a desire to seek the advice of the United States court having jurisdiction in the matter, as to whether he had the right to discharge the new hands to make room for the former employees.

With that understanding the conference was adjourned.

Shortly after that the company went out of existence and was not reorganized. A large part of its traffic and property passed into the hands of another carrier, and many of the men who had been discharged or locked out, or who had struck, went into the service of that company, and the difficulty was at an end.

CHICOPEE MANUFACTURING COMPANY—CHICOPEE.

On October 13, 16 men employed in the picker room of the Chicopee Manufacturing Company's cotton mill at Chicopee went out on strike to emphasize their objection to a change of system involving more labor without additional compensation. The employer was willing to take

back 11 of the strikers, but not those whose services had been dispensed with under the new system. The union was resolved that all or none should go back. The strike attracted the attention of the executive council of the Textile Workers' Union at Fall River, and the annual National Convention of Textile Workers at Philadelphia.

On the 23d the Board interposed with a view to adjusting a settlement, and learned that the dispute presented no serious obstacles to the business of the mill, and was one of those in which time is the only remedy indicated. The Board made a further investigation on the 5th of November, and gave advice calculated to promote peaceful negotiations. On that day the superintendent of the mills and the secretary of the textile unions conferred, and agreed that, so far as work could be provided, the strikers should be received into their former employment without discrimination, but that 12 men were to be employed where 16 had been employed before.

No further difficulty was heard of in this quarter.

UPHOLSTERERS' STRIKE — BOSTON.

On October 20 the upholsterers employed by the furniture manufacturers of Boston and the vicinity notified their employers of a desire for the establishment of a 44-hour week, 8 hours for every day but Saturday, and 4 hours on Saturday. On October 26 the demand was refused by the employers, on the ground that business did not warrant the change.

On November 4 the Board offered to assist in negotiating

an agreement between the workmen and the manufacturers; and on the following day a letter and proposed agreement, of which the following are copies, were sent by the employees:—

UPHOLSTERERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL No. 53,
AFFILIATED WITH C. L. U. AND A. F. OF L.
HEADQUARTERS, 45 ELIOT STREET,
BOSTON, November 5, 1903.

To the A. B. & E. L. Shaw Company.

GREETING: GENTLEMEN:—At a special mass meeting held on Thursday night, November 5, 1903, it was "*Resolved*, to notify all firms employing upholsterers in the city of Boston and vicinity, to wit, that if this enclosed agreement is not signed by your firm and returned to headquarters, 45 Eliot Street, on or before noontime, Saturday, November 7, 1903, all upholsterers employed by you will refuse to report for work on Monday morning, November 9, 1903."

Hoping that justice of our position will appeal to you, and that you will comply with this request,

I am very truly yours,

M. MULLEN,

Secretary, Executive Board, Local No. 53.

[OFFICIAL SEAL.]

First.—That on and after November 9, 1903, the minimum rate of wages for upholsterers shall be \$18, providing, however, that all upholsterers at present receiving over and above the minimum rate of wages shall not be subject to a reduction of their present rate of wages paid to them on account of the minimum scale adopted by the union.

Second.—The week shall consist of 44 working hours per week, 8 hours for five days of the week, and 4 hours shall constitute a day's work on Saturday.

Third.—All over-time work shall be paid at the rate of time and one-half, and work done on holidays shall be paid at the rate of double time. No work shall be permitted on Sundays. Piece work or contract work shall not be permitted.

Fourth.—All upholsterers employed by firms where members

of this union are employed shall be members of the United Upholsterers' Union, Local No. 53, of Boston and vicinity.

Fifth. — All upholsterers employed on out-of-town work, requiring their absence from the city over night, shall be allowed board and expenses. Car fare shall be allowed to and from all local jobs.

Sixth. — No shop shall have more than 2 apprentices to the first 10 journeymen upholsterers, and 1 for every 10 or major part of 10 thereafter.

Seventh. — This agreement to take effect November 9, 1903, and expire September 5, 1904.

Eighth. — Any grievance that cannot be adjusted between a committee from the organization and the employer will be referred to arbitration, each side to elect two, and the four to select a fifth man. Said committee must be selected within ninety-six hours, and if the fifth man is not selected in forty-eight hours, by right of law the whole matter goes to the State Board of Arbitration, whose decision shall be final.

NOTE. — Either party to this agreement desiring a change shall be required to give sixty days' notice previous to the expiration of agreements, and answer to same shall be returned within thirty days after receiving said notice.

On the same afternoon Messrs. Crozier, Driscoll and Hatch, leading officers of the Massachusetts State branch of the American Federation of Labor, of the Boston Central Labor Union, and of the Upholsterers' National Organization, respectively, conferred with the employers, but they arrived at no conclusion.

At that meeting the manufacturers offered as a compromise a 44-hour week to begin next April, instead of a 44-hour week to begin at once; and in the afternoon at a mass meeting it was resolved that, if a favorable answer were not received by 1 o'clock Saturday, the 7th, a strike would be called Monday morning, the 9th of November.

The second article of the foregoing proposed agreement was the only proposition on which there was any controversy.

In response to a request of D. D. Driscoll of the Boston Central Labor Union, that the Board bring about an adjustment if possible, separate interviews were had with both parties on the following day. The manufacturers expressed a willingness to respond to the Board's invitation to a conference.

The union was urged by the Board to postpone the strike until after the matter had been discussed by them and their employers in the presence of the Board. No other response was given to the invitation than that an early reply might be looked for. The reply referred to was received in the first mail on the day of the strike, Monday, November 9, as follows:—

UPHOLSTERERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL NO. 53,
BOSTON, November 7, 1903.

MR. BERNARD F. SUPPLE.

DEAR SIR:—The decision arrived at by the body at the meeting Saturday afternoon was, that no member of Local No. 53 Upholsterers' Union of Boston and vicinity would report for work Monday morning, November 9, 1903.

M. MULLEN,
Secretary, Executive Board.

[OFFICIAL SEAL.]

Early in the day Mr. Engle, president and organizer of the Upholsterers' Union of North America, whose headquarters are in Chicago, Ill., was found at Local Union No. 53. He said that, notwithstanding the arbitration clause in the proposed agreement, and that a plan of settlement through negotiation had been offered by the Board before the strike, he was not bound to adopt such

method in the circumstances; for he deemed it a matter to be determined with the other points of controversy.

There was no conference that day because of Mr. Engle's engagements and the committee's belief that certain concessions made by one of the manufacturers were an indication that all would sooner or later settle individually.

The following letter was sent on November 11:—

Committee of Boston Furniture Manufacturers, EDWARD E. COLE, Chairman, 30 Winter Street, and Upholsterers' Local Union No. 53, JOHN F. RACE, President; Upholsterers' International Union of North America, ANTON J. ENGLE, President, 45 Eliot Street, Boston.

GENTLEMEN:—This Board will be in session next Friday forenoon, November 13, at 11 o'clock, for the purpose of considering what, if anything, may be done to bring about a settlement of the controversy in your industry in Boston and the vicinity, and I am directed to notify the parties thereto to that effect and to request them to call. Accordingly you are hereby invited to appear by representatives at that time in Room 128 of the State House, and confer in the presence of the Board on the question of a settlement.

Yours respectfully,

BERNARD F. SUPPLE, *Secretary.*

On the 13th the appointed meeting was had. A committee of seven from the Furniture and Upholsterers' Association of Boston, headed by Mr. Cole of the firm of Shepard & Norwell, representing about 30 manufacturers, conferred with a committee of six from the journeymen upholsterers, including Messrs. Engle and Hatch of the general body and President Race of the local union. The committee claimed to represent 300 men. The workmen proposed a 47-hour week for the present, the 44-hour week to go into operation at a date to be determined; but the conference closed without any agreement.

On November 20 the Furniture and Upholsterers' Association of Boston received from a similar association in Chicago a copy of the agreement between employers and journeymen, signed on June 15 in Chicago, fixing 54 hours as a week's work, with no minimum wage; and they published that this was contrary to what they had been given to understand in the recent conference. Further negotiations were at an end, and both parties entered into a contest of endurance.

On the last day of November the Board, learning that the members of the manufacturers' association were determined to resume the business of manufacturing upholstered furniture with such workmen as they might obtain, gave advice calculated to secure for the strikers the opportunity to recover their former positions.

On December 14 a conference was arranged between Messrs. E. E. Cole, representing the Shepard & Norwell Company, W. L. Shearer, representing the Paine Furniture Company, E. L. Shaw, of the firm of A. B. & E. L. Shaw, Stetson Foster, of Foster & Wiley Company, and John A. Reardon, a committee of the manufacturers' association on the one hand, and representatives of the strikers on the other. Vice-President Hatch of the International Upholsterers' Union and four of the strikers' executive committee appeared for the men; but the manufacturers would not discuss the matters in dispute in the presence of Mr. Hatch, on the ground that they desired to treat with their own men. This was reported as non-recognition of the union, and the workmen's committee withdrew before any discussion was had.

A strike was thereupon called on all of the out-of-town

work which the Boston manufacturers had on hand. No information has been received, however, of the strike's extending into other quarters.

The union received from President Engle, then at Chicago, the following letter on December 21 : —

I recognize there is but one course for us to take, and that is to stand by your local union in this fight to a victorious finish, and to vote it such moral and financial support as your local may need until the strike is won.

I therefore, in accordance with the laws of the union and the consent of the international executive board, extend that support, which will be forthcoming as desired and needed.

I have this day ordered an assessment on the reserve fund held in trust for such purposes. I can further assure your members that the entire membership will assist your union in every way.

On January 9 it was reported that the funds of the union were exhausted, and that several strikers had returned to work. On that day the strike was declared off.

In some cases the wages of the men returning were increased by from \$1 to \$2 a week. All were not able to obtain work at once, nor until several days had elapsed.

The difficulty then passed from notice.

**WESTERN UNION TELEGRAPH COMPANY—BOSTON
AND CAMBRIDGE.**

On October 23, 65 messenger boys employed by the Western Union Telegraph Company at 109 State Street, Boston, were discharged because it appeared to the company that they intended to strike. The Messenger Boys' Union thereupon declared a strike in all the Boston offices of the company, and towards night about 200

messengers were out of employment. Men were hired to take their places, who, on discovering that a difficulty existed, resigned and were paid off. Women and girls were thereupon hired. At the beginning of the second day about 200 were ready for the delivery of messages; but some of them, after one experience, rather than encounter the adverse sentiment of some quarters, resigned. On the third day of the strike, however, the complement of women and girls had been secured with a few men for the delivery of messages at places that girls were privileged to avoid. Some strikers not connected with the union were received into their former positions on application.

At the beginning of the controversy the Board offered its services as mediator, and learned that the employer was satisfied with matters as they were.

On the 27th Messrs. Crozier and Wiener, representing the Central Labor Union of Boston, appealed to the Board to secure a conference of parties, with a view to a settlement. On the 28th the employer consented to meet the committee in the presence of the Board. This was in response to the Board's earnest solicitation, and, according to Mr. Ames, the superintendent for the company, not because of anything in the posture of affairs to warrant the hope of a settlement. The parties met according to arrangements; but Mr. Crozier had been detained elsewhere. The superintendent greeted Mr. Wiener cordially, listened to all that he had to say, but courteously persisted in refusing to debate the questions that arose as to what he would or would not do, and after an exchange of civilities the meeting dissolved without any agreement.

On the 30th the Hon. P. A. Collins, mayor of Boston, having heard the complaint of the Messenger Boys' Union and of the Central Labor Union, had an interview with officers of the company, but no progress was made toward a settlement. From that time the difficulty ceased to attract the attention of the public. At present other boys and some of the girls perform the work.

On November 12, 7 messenger boys employed by the company in Cambridge struck to emphasize their objection to the discharge of one of their number, and it was reported that girls were hired to do the work. On the following day the boys returned, and, on being advised by a Harvard student, Mr. Harry Whitehead, to apologize to the manager, did so and were reinstated. The strike was renewed early in December, but on learning that girls from the Boston office hereafter would deliver messages, the boys returned.

The strike was settled by an agreement of the boys with the Boston manager which seemed to be satisfactory to all concerned; but, for reasons which have never been made clear, apprehensions of a strike arose, followed by the discharge of the whole corps of messengers in Cambridge, and their places were filled by larger boys and men, whose services had been secured without difficulty.

That phase of the strike disappeared.

JOSEPH RUDY — BOSTON.

On October 28 Abraham A. Brownstein, business agent of the Skirt and Cloak Makers' Union, Local No. 26, announced a difficulty with Joseph Rudy, skirt and suit manufacturer of Boston, alleging, as grievances: (1) non-

recognition of the union; (2) requirement of additional work without additional compensation; (3) discharging of finishers, and abolition of a separate finishing department; (4) the fear of establishing a bad precedent, to be followed in other quarters where trouble would surely ensue.

On October 20 the skirt operators were given additional work, and on their application for additional pay therefor same was denied. They thereupon went out on strike.

They demanded (1) that all hands should be re-employed under the conditions existing before the difficulty, (2) and that no operator should be required to do any finishing.

Mr. Brownstein requested the services of the Board to bring about a conference, which the Board immediately undertook to do; but Mr. Rudy, it was learned, was out of town.

A conference of parties was held at the State House in the presence of the Board on October 31. Mr. Rudy stated that a trivial matter had been magnified; that he had requested, during a rush of work, that certain operators sew on a few hooks and eyes by hand,—a job that might require two minutes to do. Girls working on skirts complied with the request, but men engaged on cloaks refused to do so. The strike did not occur, he said, until the union agent called to see him, and ordered the employees out, numbering about 50.

The principal contention was the right of employees to proffer requests through an agent not employed in the work rooms, who must be allowed to go into the factory and talk with anybody there, whether or not a member of the union, for a little while, if only to leave a card and invite a visit to headquarters. Mr. Rudy proposed

as an alternative to grant him the privilege of talking to as many employees and as often in the day as he desired, in the office, where every facility for privacy would be afforded.

Mr. Rudy was employing before the difficulty 15 skirt makers not members of any union, and the other work people were pressers and finishers. Perfect sympathy existed between all the departments of the shop, but the skirt makers were for the most part women who had not, before the difficulty, joined the union, for the reason that the business of the union is carried on in the Yiddish language. The price for operating on skirts, according to agreement, was 40 cents, and, while no agreement existed for finishing by hand, the price per skirt was 5 cents. All the cloak makers belonging to the Hebrew union were men, for it was believed that no woman could make a cloak.

The difficulty began with the discharge of a pressman for the fracture of a rule against conversation. The agent of the union pleaded with the employer to restore him to his former position, but Mr. Rudy declined. On October 20 the skirt operators were directed to finish the skirts by hand, without additional pay. They thereupon quit work, sought for admission to the union, and requested the union to advocate their cause. Mr. Brownstein went to see the employer, who declared the matter too trivial to discuss, and said that he would settle with the strikers individually; but the new members declined the offer, and the union made a demand for recognition. A shop committee thereupon urged Mr. Rudy to recognize the union, but he refused to talk with the union people as such. Any attempt to hire non-union members

or Gentiles the agent of the union said could easily be thwarted by the union.

The conference dissolved without agreement, and no day was set for resuming negotiations.

It was subsequently learned that an understanding had been reached.

MERRIMACK MILLS—LOWELL.

Mr. Stewart Reid, general organizer of the American Federation of Labor, notified the Board on October 27 that he desired to confer with the management of the Merrimack Mills at Lowell. The management desired to be specifically informed as to the nature of Mr. Reid's business, and the Board advised that the interview be granted without any preliminary assurances. Confident that the appeal to the State Board for assistance was evidence enough of pacific intentions, the Board advised that the corporation avoid giving needless offence by imposing an apparent slight upon the representative of so large an organization. The proposition was assented to, and Mr. Reid was granted the interview on the following day at 10 o'clock. The Board never sought to know what was the subject-matter of this interview. Continued harmony in the relations of employers and employees has existed since that time.

PEABODY MANUFACTURING COMPANY—NEWBURY-PORT.

On November 2 the spinners employed in the Peabody Mills in Newburyport, learning of a reduction in wages, to take place at once, quit work and the mill ceased its operations.

The Board offered its assistance, on learning of the difficulty, with a view to bringing about an adjustment; but it was learned that the strike had already dissolved, and that all would return to work at the beginning of the next week.

CHARLES W. SABIN, JR.—RANDOLPH.

The following decision was rendered on November 3:—

In the matter of the joint application of Charles W. Sabin, Jr., as he is executor of the estate of Charles Doughty, and the harness makers employed by him at Randolph.

The controversy stated in the application is “a reduction in one grade of work, namely, No. 47 express harness, which the men have refused to accept;” and it was contended at the hearing that the reduction in price, if any, was a reduction in price of work as fixed by an agreement entered into by the parties, which agreement was exhibited to the Board.

The Board finds that said agreement does not fix a price for the work in question.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

J. W. TERHUNE SHOE COMPANY—BROCKTON.

On November 3 a joint application was received from J. W. Terhune Shoe Company, Brockton, alleging that the lasters' wages were $\frac{1}{2}$ cent too low on shoes having a waterproof oil lining, the lasting of that kind of shoe requiring more labor. The firm claimed that a very small portion of its product contained that lining, and that no extra labor was required in lasting the shoes. After several delays and postponements, at the request of one side or the other, a hearing was had on the 29th of December. Messrs. T. J. Evans appeared for the em-

ployer, and A. J. Kearns appeared for the employees in question. It was stated that the company did not intend to use this lining in future, and on the recommendation of the Board the hearing was adjourned for further conference in private on the subject of a settlement.

Word was received in the second fortnight of January, 1904, that an agreement had been reached, and it was filed by the parties in settlement of the controversy, as follows : —

BROCKTON, MASS., January 14, 1904.

State Board of Conciliation and Arbitration, State House, Boston, Mass.

GENTLEMEN : — Referring to the joint application for arbitration in the lasting department in factory of J. W. Terhune Shoe Company, signed by J. W. Terhune Shoe Company and A. J. Kearns, representing lasters, subject-matter, waterproof lining, sample of same having been submitted with application : —

At the hearing before your Honorable Board on the subject it was stated by T. J. Evans, representing J. W. Terhune Shoe Company, that said company had discontinued and did not intend to use said lining in future. In consequence, it is agreed that, should the same J. W. Terhune Shoe Company in future use said lining, the subject will be referred to your Honorable Board on the application now pending, and request that said application be placed on file.

Very respectfully,

J. W. TERHUNE SHOE COMPANY,

W. A. COTÉ,

Acting Business Agent, Lasters' No. 192.

CHARLES RIVER STONE WORKS — CAMBRIDGE.

On November 4, 11 members of the Stone Planers' Union at the Charles River Stone Works at Cambridge, operated by Norcross Brothers Company, objected to the company's retaining a fellow workman who refused to join the union, whereupon they were discharged. The Board

mediated, with a view to seeing if they could not be restored to their positions. It was found that there was no disposition to humiliate them, but that it would be necessary to apply at the office for work, as in the case of new hands; the company would be willing to take back as many as it had work for, at such rates as might be determined. This was reported to the union, and there was some hesitation in accepting the offer. The matter disappeared from notice, and it was understood that subsequently all or almost all of them secured their former positions.

WHITMAN & KEITH COMPANY—BROCKTON.

The following decision was rendered on November 5 :—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Whitman & Keith Company and employees of said Whitman & Keith Company in its treeing department at Brockton.

The Board, having considered said application and having made an investigation of the character of and the conditions under which the work is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties, and having heard the parties by their duly appointed representatives, awards :—

GOODYEAR-WELT SHOES.					Per 24 Pairs.
Calf,	.	.	.	.	\$0 60
All patent leathers,	.	.	.	.	54
Vici,	.	.	.	.	50
Sterling kid,	.	.	.	.	50
Russia calf,	.	.	.	.	36
Day work by men of average skill and capacity :—					
Patent leather calf, vici (samples), \$2.50.					
Box calf, velours (samples), \$2.50.					
Single pairs, \$2.50.					

By the Board,

BERNARD F. SUPPLE, *Secretary.*

L. M. REYNOLDS & CO.—BROCKTON.

On November 5 the following decision was rendered :—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between L. M. Reynolds & Co. of Brockton and the employees of said L. M. Reynolds & Co. in their treeing department.

The Board, having considered said application and having made an investigation of the character of and the conditions under which the work is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties, and having heard the parties by their duly appointed representatives, awards :—

GOODYEAR-WELT AND MCKAY SHOES.		Per 24 Pairs.
Wax calf, Goodyear welt,		\$0 60
Wax calf, McKay sewed,		54
Cordovan, Goodyear welt,		60
Split, McKay and Standard screw,		36
Patent leather, cleaned, all kinds, McKay and Goodyear,		50
Patent leather, ironed, \$2.50 a day for a man of average skill and capacity.		
Vici kid, filled or dressed, all kinds, McKay and Goodyear,		45
Box calf, first and A quality, or velours calf,		36
Box calf, second and third quality, or velours calf,		25
Kangaroo, second and third quality, Goodyear,		30
Vici kid with patent tip, \$2.50 a day for a man of average skill and capacity.		
Russia calf, cleaned and polished (colored stock),		42
Russia grain stock (colors),		20
Satin buff, buff kangaroo kid or glove grain, Goodyear welt,		30
Satin buff, buff kangaroo kid or glove grain, McKay and Standard,		20
Samples, all kinds and makes, and single pairs, per pair, \$0.03.		
Day work, \$2 50 for a man of average skill and capacity.		
Single hours, \$0.28 for a man of average skill and capacity.		

By the Board,

BERNARD F. SUPPLE, *Secretary.*

FLETCHER SHOE COMPANY—BROCKTON.

On November 5 the following decision was rendered : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Fletcher Shoe Company and employees of said Fletcher Shoe Company in its treeing department at Brockton.

The Board, having considered said application and having made an investigation of the character of and the conditions under which the work is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties, and having heard the parties by their duly appointed representatives, awards : —

GOODYEAR-WELT SHOES.

	Per 24 Pairs.
Calf,	\$0 60
Cordovan,	60
Patent leather, cleaned,	54
Patent leather, ironed, \$2.50 a day for a man of average skill and capacity.	
Satin calf,	35
Box calf,	20
Velours,	20
Oil calf,	25
Kangaroo kip,	25
Kangaroo,	20
Vici, \$2.50 a day for a man of average skill and capacity.	
Russia (not washed, but polished),	25
Tan Russia (cleaned, washed and polished),	45
Samples and single pairs, \$0.03.	
Day work on Miller or Copeland machine, 9 hours, \$2.50 for a man of average skill and capacity.	
Single hour or less than 9, per hour, \$0.28 for a man of average skill and capacity.	

By the Board,

BERNARD F. SUPPLE, *Secretary.*

PRESTON B. KEITH SHOE COMPANY—BROCKTON.

The following decision was rendered on November 5 :—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Preston B. Keith Shoe Company and the employees of said Preston B. Keith Shoe Company in its treeing department at Brockton.

The Board, having considered said application and having made an investigation of the character of and the conditions under which the work is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties, and having heard the parties by their duly appointed representatives, awards :—

GOODYEAR-WELT SHOES.

	Per 24 Pairs.
Patent leathers, all kinds,	\$0 50
Patent leathers, ironed, extra,	15
Vici kid, all kinds, ironed and filled,	50
Velours,	40
Satin calf,	40
Box calf, cleaned and filled,	25
Kangaroo,	25
Grain, cleaned and filled,	22½
All samples, per pair, \$0.03 or \$2.50 a day for a man of average skill and capacity.	
Three-pair or smaller lots, per pair, \$0 03 or \$2.50 a day for a man of average skill and capacity.	
Nine-hour day, \$2.50 for a man of average skill and capacity.	
Hour price for short day, \$0.28 for a man of average skill and capacity.	
Machine treeing, \$2.50 a day for a man of average skill and capacity.	
Oxfords, same as regular goods.	

By the Board,

BERNARD F. SUPPLE, *Secretary.*

E. E. TAYLOR & CO.—BROCKTON.

The following decision was rendered on November 5 :—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between E. E. Taylor & Co. and the employees of said E. E. Taylor & Co. in their treeing department at Brockton.

The Board, having considered said application and having made an investigation of the character of and the conditions under which the work is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties, and having heard the parties by their duly appointed representatives, awards :—

GOODYEAR-WELT SHOES.

	Per 24 Pairs.
Box calf,	\$0 25
Kangaroo,	25
Russia calf,	45
Vici kid,	50
Tan vici,	50
Bright kangaroo,	50
Aristo,	50
Patent leather,	54
Patent colt,	60
Enamel,	60

All Oxfords the same as regular goods.

Sponges and cloths to be supplied by the firm.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

GEORGE G. SNOW COMPANY—BROCKTON.

The following decision was rendered on November 5 :—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between George G. Snow Company and employees of said George G. Snow Company in its treeing department at Brockton.

The Board, having considered said application and having made an investigation of the character of and the conditions

under which the work is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties, and having heard the parties by their duly appointed representatives, awards:—

GOODYEAR-WELT SHOES.

	Per 24 Pairs.
Patent leather, cleaned and polished, not ironed, first grade,	\$0 65
Patent leather, cleaned and polished, not ironed, second grade,	54

By the Board,

BERNARD F. SUPPLE, *Secretary*.

MORSE & LOGAN—LYNN.

BOSTON, November 5, 1903.

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Morse & Logan and the employees of said Morse & Logan in their lasting department at Lynn.

The Board, having considered said application and having made an investigation of the character of and the conditions under which the work is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties, and having heard the parties by their duly appointed representatives, awards:—

CONSOLIDATED HAND-METHOD MACHINE.

Pulling-over.

Women's shoes:—

	Per Pair.
Dongola or box calf, plain toe,	\$0 02
Dongola or box calf, any tip, when corners of counters are tacked, gum and canvas box, counters pasted or not pasted,	02½
Dongola or box calf, any tip, when corners of counters are not tacked, gum and canvas box, counters pasted or not pasted,	02½
Patent grain vamps and foxings, any tip, or plain toe, when corners of counters are tacked, gum and canvas box, counters pasted or not pasted,	03

Women's shoes :—

	Per Pair.
Patent grain vamps and foxings, any tip, or plain toe, when corners of counters are not tacked, gum and canvas box, counters pasted or not pasted,	\$0 02½
Lots of less than 12 pairs, extra,	00½
Samples,	04

Operating.

Dongola or box calf, plain toe,	\$0 01
Dongola or box calf, any tip, including the spindling of the shoe, and cutting toes when required,	01½
Patent leather vamps and foxings, any tip, or plain toe, including spindling, and cutting toes when required,	01½
Dongola or box calf, any tip, when operator does not spindle shoe, including tacking corners of counters,	01½
Patent leather vamps and foxings, any tip, or plain toe, when operator does not spindle shoe, but tacks cor- ners of counters,	01½
Samples,	01½

Sole-laying.

	Per 60 Pairs.
Regular work,	\$0 25
Samples,	50

By agreement of the parties there is to be no change in the prices now paid for hand lasting.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

AMERICAN OPTICAL COMPANY, HYDE MANUFACTURING COMPANY, DUPAUL-YOUNG OPTICAL COMPANY, HARRINGTON CUTLERY COMPANY, AND C. HARRINGTON & SON—SOUTHBRIDGE, AND SNELL MANUFACTURING COMPANY—STURBRIDGE.

The town of Southbridge is the centre of manufacturing for the trade in optical goods. While it was said that its growth of business was largely due to the fact that

trade unions had never obtained a solid footing there, it does not appear that the industry was openly threatened in 1903 by the trade unions which had been introduced. Metal workers, about 400 and growing in number, formed the Southbridge branch of the Independent Union of North America, and it was not known how many other unions had been organized; but there was an apprehension that the labor organizer would endeavor to control the business.

The optical manufacturers united in an effort to resist the growth of trade unions, and the movement spread to some cutlery factories in Southbridge and to an auger factory in the neighboring town of Sturbridge. The following declaration was required from every employee in three factories:—

I hereby affirm that I am a member of no labor union whatsoever, and decree that I shall not join any such union while in the employ of without giving them a week's notice in writing of my intention to do so.

A manufacturer, in stating his belief, said substantially:—

A factory can be managed with non-union men, as one has been successfully ever since 1833 in this town. Union men cause dissatisfaction and hurt business. The time has arrived to resist the union.

We are not affiliated with any federation of employers outside the town, but are merely allied for the purpose of defence against a growing power, which will soon dictate what we shall do.

On November 9 the American Optical Company, Hyde Manufacturing Company, the Dupaul-Young Company, Harrington Cutlery Company, C. Harrington & Son,

having entered into an association, posted notices as follows in all the respective departments of their factories shortly before the close of the day's work at 6 o'clock:—

This factory will close to-night and remain closed until further notice, for the purpose of reorganization. The wages will be paid in full at the factory on demand. Any of our employees who are desirous of work upon reopening of the factory, and who wish for information, will communicate with the superintendent or their foreman.

On or about this time a similar controversy arose in the factory of the Snell Manufacturing Company at Sturbridge.

On the following morning all but one shop reopened. The employees were greatly reduced in number. Out of 500 polishers, only 15 returned to work, for in this occupation trade union sentiment was the strongest.

In response to the following letter the Board went to Southbridge on the 19th:—

NOVEMBER 17, 1908.

State Board of Conciliation and Arbitration, Boston, Mass.

GENTLEMEN:—The following concerns, viz., American Optical Company, Dupaul-Young Optical Company, Hyde Manufacturing Company, Harrington Cutlery Company, have locked out their help. In compliance with chapter 106, section 2, Revised Laws of Massachusetts, we hereby notify you to that effect.

Very truly,

ALEXIS BOYER, *Chairman,*

ANTOINE FARLAND,

Selectmen of Southbridge.

A large number had already returned to work in Sturbridge, 6 union men had renounced the union and entered the auger factory. The employers in Southbridge maintained their attitude very firmly.

Separate interviews were had with each party in most of the factories, and it was evident from the attitude of the parties that the contest was to be one of endurance.

On November 18 about 1,350 employees were still out. Moreover, on that day an injunction was issued by the Superior Court against 76 members of the Metal Polishers, Buffers, Platers, Brass Workers and Brass Moulders' Union of North America, Southbridge Local Branch, restraining them from patrolling the streets near the factory.

No view of the case afforded any hope of negotiating a settlement. It was inevitable that the weaker party, whichever that might be, would have to yield.

On November 30 the American Optical Company issued a warning that, unless application for work be made before 6 o'clock, former employees would not be given work. About 50 men returned to work at first. Gradually the others returned to work, except 120 who secured employment elsewhere.

There were a few instances of breaches of the peace and some charges of malicious mischief brought to the attention of the courts, but as a labor controversy the matter passed from notice.

EASTERN EXPANDED METAL COMPANY — BOSTON.

On November 1, 60 men employed in Lowell by the Eastern Expanded Metal Company of Boston struck for an increase of 15 cents over the daily wage rate of \$1.35. The demand was refused for the reason that the labor was not skilled and there was plenty of workmen to be had. The workmen in question were called concrete mixers, but the labor required was said to involve climbing under

heavy loads, often on Sundays and at night, which was exhausting and they believed deserving of better pay. The employees were not organized, but after ascertaining their views the Board visited the employer's agent. He said that new men had been hired into the strikers' places. There was no further difficulty.

PRESTON B. KEITH SHOE COMPANY—BROCKTON.

On November 27 the following decision was rendered :—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Preston B. Keith Shoe Company and employees of said Preston B. Keith Shoe Company in its making department.

The Board, having considered said application and having made an investigation of the character of and the conditions under which the work is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties, and having heard the parties by their duly appointed representatives, awards :—

	Per 24 Pairs.
Leveling bottoms; cementing channels; turning down channels,	\$0 14
Nailing down heel seats,	03½
Heeling on lasts,	15
Slugging heels on lasts, per 24 pairs, \$0.08, \$0.11.	

By the Board,

BERNARD F. SUPPLE, *Secretary.*

E. E. TAYLOR & CO.—BROCKTON.

The following decision was rendered on November 27 :—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between E. E. Taylor & Co. and employees of said E. E. Taylor & Co. in their bottoming department at Brockton.

The Board, having considered said application and having made an investigation of the character of and the conditions under which

the work is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties, and having heard the parties by their duly appointed representatives, awards:—

For separating stitches, per dozen, \$0 03

By the Board,

BERNARD F. SUPPLE, *Secretary*.

STAPLES COAL COMPANY, J. A. BOWEN COAL COMPANY, PARDEE & YOUNG & S. R. BUFFINGTON COAL COMPANY, BOWENVILLE COAL COMPANY, BARLOW COAL COMPANY—FALL RIVER.

On November 28 notice of a controversy between the Fall River coal merchants and the coal teamsters in their employ, alleging as a grievance that prices were too low, was received from F. P. Fall, district organizer of the International Brotherhood of Teamsters. It was alleged that the wages were low, and on occasion the hours were long without compensation; and one thing that added to the danger of a strike was the fact that, according to the rules of the Teamsters' Brotherhood, the strikers would be entitled to \$7.50 a week, but the wages against which the objections were raised were only 50 cents greater, and the temptation to sit within doors in winter weather at \$7 a week was greater than that afforded by the prospects of hard out-door work in the cold and compensation of even \$8. The Board endeavored to bring the parties together after several interviews with either side. It appeared that a great part of the carrying of coal is done in Fall River by general teamsters, since all the coal dealers do not own their own wagons.

The employers said that the danger of a strike was very

slight since there was no separate union for coal drivers and but one for all kinds of teamsters, and since the carrying of coal in Fall River is more an affair of general teamsters than of coal teamsters, the union could not permit a certain section of it to undertake a strike for higher wages and allow its other members to perform the work refused by the strikers. The threat to strike did not seem sincere; if so, it was inexplicable. Moreover, if coal teamsters were underpaid, other teamsters were paid still smaller wages, and it would be more reasonable to begin with them.

The union representatives said they had carefully considered that point; but they had to begin somewhere. Their requests, however, had been ignored. There was now, therefore, an additional demand on the part of the union: recognition. A collective answer was now required to the following demand of November 23:—

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL UNION, NO. 235,
FALL RIVER, MASS.

AGREEMENT made and entered into by and between _____ of
Fall River, party of the first part, and the
of Local No. 235 of Fall River, of the International Brotherhood
of Teamsters and Helpers, party of the second part.

Article I. — Party of the first part agrees that union men be given the preference when equal in capacity of skill.

Article II. — That 10 hours in 11 shall constitute a day's work, and that teamsters report not later than 6.30 A.M. and yardmen at 7 A.M., with 1 hour for dinner, this hour to be as near 12 o'clock as possible.

Article III. — Any teamster hitching out in the morning shall receive a day's pay for the same, unless notified the night before of his services not being required.

Article IV. — The minimum rate of wages recognized by this agreement is as follows: one-horse teamsters, \$9 per week; two-

horse teamsters, \$11 per week; three-horse teamsters, \$12.50 per week; yardmen, \$11 per week.

Article V. — All over-time shall be paid for pro rata; all time over 30 minutes shall be considered 1 hour. Teamsters must care for their horses on Sundays and holidays without extra pay for the same.

Article VI. — The holidays recognized in this agreement are as follows: Lexington Day (April 19), Memorial Day, July 4, Thanksgiving Day and Christmas Day.

Article VII. — Under no circumstances will any member of this union be allowed to work on Labor Day. The above-named holidays shall not be deducted from the weekly wages.

Article VIII. — Men may be discharged for incompetency, dishonesty, gross carelessness and intoxication. In case of a man being discharged, he shall be given a hearing before his employer.

Article IX. — Teamsters shall be furnished carriers or binners when coal is carried in.

Article X. — The union on its part further agrees that no strike will take place unless a grievance exists between the employers and employees, and still further agrees to submit the same to the State Board of Arbitration, and their decision to be final.

Article XI. — It is further agreed that there shall be no objection on the part of the employers to admitting the business agent of the Teamsters and Helpers' Union to the yards where members are employed, that he may collect dues, examine cards and attend to the general business of the union, provided he does not interfere with the business of the employers.

Article XII. — This agreement shall take effect on this twenty-third day of November, 1903, and continue in force for one year, thirty days' notice to be given by either party to this agreement for opening up of the same.

For the Coal Dealers.

For the Union.

The Fall River sales agent of the Staples Coal Company said, in response to the Board's suggestion of conferring with a view to a settlement, that, "if the State Board would invite all the employers and their help to a con-

ference in the presence of the Board on the subject of an agreement, and if all accepted the invitation, he would accept and attend such a conference, if the others did." The unanimous consent of the coal dealers was not obtained.

Subsequently, at the request of the union, another effort was made to bring about a conference. The agent for the Staples Coal Company said, in a letter received December 10:—

I should judge that not over 40 per cent. of the coal delivered here was delivered by teams owned by the coal dealers, and of that amount I would only represent our own teams. As I told you on your visit to Fall River, if our own teamsters have any grievances, I should be perfectly willing to discuss the matter with them, and I stand ready to do so at the present time.

The attitude of that company was made known to the union. There was no strike, and no word has yet been received of any difficulty.

BOSTON CAB COMPANY—BOSTON.

After prolonged deliberation over grievances of hours and wages, the drivers in the employ of the Boston Cab Company refused to resume work on the morning of December 2. The Board's services were accepted by the employees, but inquiry revealed the fact that the employer was absent from the city.

On December 5 a letter was sent, saying: "We have been informed that you expressed a willingness to sign an agreement regulating the relations of the Boston Cab

Company with the drivers in its employ, providing your competitors, Kenney & Clark, would do likewise."

A prompt reply was received from Edward A. Taft, president of the Boston Cab Company, expressing a willingness to improve the hours of the men, and pay as high wages to the drivers as were paid by other companies or individuals performing the same character of service. Mr. Taft stated that the average length of work per day during the month of September was 10 hours 21 minutes; for the month of February (the worst winter month in the year, with the greatest number of parties and balls), 11 hours 2 minutes per day; for the month of March (another winter month with night work caused by parties and opera), 11 hours 15 minutes per man per day.

The wages, he said, were \$12 a week to coupé drivers and \$14 a week to carriage drivers; that tips and perquisites were known to exist, since coupé men have frequently refused an opportunity to change from coupé to carriage with the \$2 increase of pay, for the reason that the coupé is a more popular vehicle for calling and shopping, the fees are more frequent and amount to more.

The schedule for the stable work is difficult to make, because of the long waits between calls. Sometimes 4 or 5 hours elapse without turning a wheel on certain carriages in line. If a change in this schedule could be suggested by the drivers to improve the hours without injury to the company's interests, the management would adopt it. The president further reiterated a statement previously made, that, whenever a dividend was in view, as it had not been for nine years, a recommendation to

increase wages would be made, regardless of existing rates, pending which the company was impelled to limit itself to promising only such good hours and pay as obtained with other companies performing similar service.

The president of the Boston Cab Company went on to state as follows :—

It should be understood that the long waits of 4 and 5 hours which are referred to in the announcement to the drivers are not hours which affect the men, but are a part of the 11 hours during which the men are on duty, *and are non-productive hours to the company employing them.*

Upon this subject of the line in the announcement to drivers the following clause is again emphasized :—

If a change in this schedule could be suggested by the drivers, which would improve the hours of the men and remain as fair to the interests of the company as at present, the management would adopt it at once.

This company feels that the hours of its drivers were shorter than the present hours of carriage companies in other large cities, and so far as the line is concerned could not be changed without putting a burden upon the company which is not warranted by the earnings per carriage; and also, in view of the fact that the company is performing a competitive business with Messrs. Kenney & Clark, Timmins, Brown, Sawyer & Ormand, on the Back Bay and at the hotels, its attitude is warranted and justified by the facts as set forth. The company has no desire to set up a condition of affairs which it cannot afford itself, and which is stated by some of the other carriage proprietors to be prohibitive.

If the competitors referred to can see their way to the adoption of a different schedule of hours and a different rate of pay, this company has committed itself to its men to as good hours and as much pay as in effect in other companies performing the same service.

This company is also “desirous of harmony between the employer and the employed,” and I desire to call your attention to the fact that there has been no action taken by the company which in any form invites antagonism from any source.

While I have read in the Boston papers some reference to the carriages which are performing a service to the public at the hotels, and a reference to the agents of this company, I desire to state that under date of December 4, I called the attention of our vice-president to the fact that we are not providing carriages at the hotels, but our agents are at the disposition of the patrons of the hotels in securing such licensed carriages as may offer their services to such passengers. The carriages are not hired or paid for by this company or its agents, but are hired and paid for by the parties who engage and use them.

The withdrawal on the part of some of the company's former employees, compelling it to discontinue its service to the public, is a hardship, and a condition which requires mature thought for solution of the question as to what effect the present attitude of the former employees has upon the property itself, as an investment, which is a matter that must largely be decided by the stockholders of the company.

As the drivers voluntarily left the employ of the company, their reinstatement may be made through individual application of the men, — whom the company would greatly prefer, because of their experience and good character; and mediation which your Board may render to accomplish this will be appreciated by the management.

Non-union cabmen not in the employ of the Boston Cab Company took up their stand in front of the hotels, and there was no serious lack of carriages for such as desired to use them.

On December 6 the firm of Kenney & Clark, doing in one of their departments a similar business to that of the Boston Cab Company, assented to the union demands after conferences with the union committee. There had been no strike on the part of Kenney & Clark's employees, for the reason that it had not been deemed necessary, since a settlement with either employer it was believed would bring about a settlement with the other.

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The attention of the police* authorities was called to the fact of strangers occupying stands for which they had received no license, and there was an apprehension that there would be sympathetic strikes of teamsters bringing supplies to hotels before which strange cabmen were allowed to accept passengers.

On the return of the president to Boston a conference of parties was had. The company was represented by Mr. Taft, who was assisted by Messrs. James E. Robinson, manager, J. R. Whipple of the company, and Samuel J. Elder, attorney; while, on the other hand, Joseph A. Turnbull, president, J. W. Barry, business agent, and Arthur Curran, treasurer of the Carriage and Cab Drivers' Union No. 126 of Boston, appeared for the strikers on December 10. An agreement was signed whereby the strikers' demands were practically granted; substantially, a day of 12 hours at a minimum of \$2, with an hour for lunch, over-time work to be paid for at the rate of 25 cents an hour, to go into effect January 1.

On December 11, 86 drivers, after a strike of 10 days, reported for work at the stables of the Boston Cab Company at a little earlier hour than usual, for the purpose of brightening their harnesses in readiness for work at the usual hour of 7 A.M. The settlement was satisfactory to both parties, and no report of difficulty since that time has attracted attention.

WALTON & LOGAN COMPANY—LYNN.

The following decision was rendered on December 17 :—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Walton & Logan Company of Lynn and employees of said Walton & Logan Company in its edge-setting department.

The Board, having considered said application and having made an investigation of the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties, and having heard the parties by their duly appointed representatives, awards that the following prices be paid for boys', youths' and little gents' shoes by Walton & Logan Company to the employees in its factory at Lynn :—

EDGE-SETTING.		Per 72-Pair Case.
First quality, heel shoes, white tag, set twice, . . .		\$0 60
First quality, spring-heel shoes, white tag, set twice, . . .		83
Second quality, heel shoes, green tag, set once, . . .		40
Second quality, spring-heel shoes, green tag, set once, . . .		55

By the Board,

BERNARD F. SUPPLE, *Secretary.*

WALTON & LOGAN COMPANY—LYNN.

The following decision was rendered on December 17 :—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Walton & Logan Company of Lynn and employees of said Walton & Logan Company in its lasting and sole-laying departments.

The Board, having considered said application and having made an investigation of the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties, and having heard the parties by

their duly appointed representatives, awards that the following prices be paid by Walton & Logan Company to the employees in its factory at Lynn : —

CONSOLIDATED HAND-METHOD MACHINE.

Pulling-over.

	Per 72-Pair Case.
Box calf, vici and seal grain, boys' and youths', . .	\$1 44
Box calf, vici and seal grain, little gents',	1 40
All kinds of stock except the foregoing, boys', . . .	1 44
All kinds of stock except the foregoing, youths', . .	1 44
All kinds of stock except the foregoing, little gents', .	1 40

Operating.

All kinds of stock, boys', youths' and little gents', . .	\$0 65
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Sole-laying.

Sole-laying,	\$0 24
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By the Board,

BERNARD F. SUPPLE, *Secretary.*

J. M. O'DONNELL & CO.—BROCKTON.

On December 29 the following decision was rendered : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between J. M. O'Donnell & Co. of Brockton and employees of said J. M. O'Donnell & Co. in their lasting department.

The Board, having considered said application and having made an investigation of the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties, and having heard the parties by their duly appointed representatives, awards that the following prices be paid by J. M. O'Donnell & Co. to the employees in their factory at Brockton : —

BED MACHINE, GOODYEAR WORK.

	Per Pair.
Calf, plain or cap toe,	\$0 06
Box calf, plain or cap toe,	06
Black vici, plain or cap toe,	06
Kangaroo, plain or cap toe,	06
Kangaroo calf, plain or cap toe,	06
Black Russia, plain or cap toe,	06
Velours calf, plain or cap toe,	06
Cordovan, plain or cap toe,	07½
Titan calf, plain or cap toe,	06
Sterling kid, plain or cap toe,	06
Enamel, plain or cap toe,	08
Patent leather (split), plain or cap toe,	08
Patent leather, chrome-tanned (side), plain or cap toe,	08½
Patent Corona colt, plain or cap toe,	10
Patent tips, extra,	01
Patent quarters, extra,	01
Colored goods, extra,	00½
Flat leather, canvas box (shellacked twice), or combination box, extra,	00½
Samples and single-pair lots, extra,	02
Lasting shoes up or down, extra,	01
Paper covers, extra,	00½
Shoes that crawl, \$0.33½ per hour if required to be done by a laster.	

Lasters not to be charged for shoes after having left lasting department? Lasters are not to be held responsible for shoes after leaving the lasting department unless the fault was such as could not be discovered by inspection while on the last.

BED MACHINE, MCKAY WORK.

Plain toes, all leather,	\$0 05
Cap toe and box, satin or split, and stock of a like nature,	05½
All other leathers not mentioned below,	05½
Colored leathers,	05½
Patent split and enamel,	07
Patent chrome, side leather,	07½
Patent tips, extra,	01
Samples or single pairs, extra,	02
Pulling lasts, included in the above prices.	

By the Board,

BERNARD F. SUPPLE, *Secretary.*

CHARLES A. EATON COMPANY—BROCKTON.

The following decision was rendered on December 31 : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Charles A. Eaton Company of Brockton and employees of said Charles A. Eaton Company in its lasting department of Factory No. 2.

The Board, having considered said application and having made an investigation of the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties, and having heard the parties by their duly appointed representatives, awards that the following prices be paid by Charles A. Eaton Company to the employees in its Factory No. 2 at Brockton : —

CONSOLIDATED HAND-METHOD MACHINE, GOODYEAR WORK.

	Per Pair.
Calf, cap or plain,	\$0 03
Kangaroo, cap or plain,	03
Box calf, cap or plain,	03
Black vici, cap or plain,	03
Velours calf, cap or plain,	03
Black Russia, cap or plain,	03
Colored goods, cap or plain, extra,	00½
Cordovan or horsehide, cap or plain,	03½
Enamel grain, cap or plain,	04
Patent split, cap or plain,	04
Patent chrome, side leather, cap or plain,	04½
Enamel box calf, cap or plain,	04½
Patent calf, cap or plain,	04½
Patent colt, cap or plain,	04½
Patent vici, cap or plain,	04½
Combination box, inserted by laster, extra,	00½
Leather box, inserted by laster, extra,	00½

By the Board,

BERNARD F. SUPPLE, *Secretary.*

W. L. DOUGLAS SHOE COMPANY—BROCKTON.

The following decision was rendered on December 31:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between W. L. Douglas Shoe Company of Brockton and employees of said W. L. Douglas Shoe Company in its lasting department.

The Board, having considered said application and having made an investigation of the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties, and having heard the parties by their duly appointed representatives, awards that the following prices be paid by W. L. Douglas Shoe Company to the employees in its factory at Brockton:—

CONSOLIDATED HAND-METHOD MACHINE, GOODYEAR WORK.

	Per Pair.	
	Puller.	Operator.
Calf, plain or cap toe,	\$0 03½	\$0 01½
Box calf, plain or cap toe,	03½	01½
Velours, plain or cap toe,	03½	01½
Vici, plain or cap toe,	03½	01½
Kangaroo kid, plain or cap toe,	03½	01½
Kangaroo, plain or cap toe,	03½	01½
Kangaroo calf, plain or cap toe,	03½	01½
Dongola, plain or cap toe,	03½	01½
Black Russia, plain or cap toe,	03½	01½
Cordovan, plain or cap toe,	03½	01½
Enamel, plain or cap toe,	04½	01½
Patent leathers, plain or cap toe,	05	02½
Patent tip and quarter (each), extra, 1 cent.		
	Per Pair.	
Colored goods, extra,	\$0 00½	
Flat box, extra,	00½	
Cork box, extra,	00½	
Whole cloth covers, extra,	01	
Benjamin covers, extra,	00½	
Samples and singles, extra,	02	
High boot, over 8 inches and under 10, no extra.		

	Per Pair.
High boot, 10 inches or over, extra,	\$0 00½
Custom or leathered lasts, extra,	02
Lasting up or down, extra,	01

Hour work, \$0.33½ per hour.

Pounding heels, per dozen, \$0.02½.

Cripples, when laster is not at fault, one-half price for pulling-off and full price for re-lasting.

When puller is required to pull the shoe down between tip and throat, one-twelfth of pulling price extra, according to classification of stock.

Lasters shall not be responsible for shoes after leaving lasting department except in case the fault cannot be seen while on last? Lasters are not to be held responsible for shoes after leaving the lasting department unless the fault was such as could not be discovered by inspection while on the last.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

FLETCHER SHOE COMPANY—BROCKTON.

The following decision was rendered on January 6, 1904:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Fletcher Shoe Company of Brockton and employees of said Fletcher Shoe Company in its lasting department.

The Board, having considered said application and having made an investigation of the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties, and having heard the parties by their duly appointed representatives, awards that the following prices be paid by the Fletcher Shoe Company to the employees in its factory at Brockton:—

CONSOLIDATED HAND-METHOD MACHINE, GOODYEAR WORK.

	PER PAIR.	
	Fuller.	Operator.
Cap-toe box calf, cap-toe vici, cap-toe black Russia, cap-toe glazed kangaroo, cap-toe velours, and all regular cap-toe goods except those specified below,	\$0 03	\$0 01½
Plain-toe calf, plain-toe vici, plain-toe velours, plain-toe box and plain-toe kangaroo,	03	01½
Cordovan,	03½	01½
Patent split and enamel,	04	01½
Patent chrome cowhide,	04½	01½
Canvas box (when shellacked twice), extra, . . .	00½	
Colored goods, extra, \$0.00½.		
Single pairs and samples, extra, \$0.02.		
Lasting up or down, extra, \$0.01.		
Pounding heel-seats, per dozen, \$0.02½.		
Shoes that crawl, \$0.33½ per hour if required to be done by a laster.		
High-cut bals., over 8 inches and under 10, no extra.		
High-cut bals., 10 inches or over, extra, per pair, \$0.00½.		

By the Board,

BERNARD F. SUPPLE, *Secretary*.**T. D. BARRY & CO.—BROCKTON.**

The following decision was rendered on January 11, 1904:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between T. D. Barry & Co. of Brockton and employees of said T. D. Barry & Co. in their lasting department.

The Board, having considered said application and having made an investigation of the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties, and having heard the parties by their duly appointed representatives, awards that the following prices be paid by T. D. Barry & Co. to the employees in their factory at Brockton:—

CHASE MACHINE.

	Per Pair.
All regular goods except those mentioned below,	\$0 06½
Box calf,	06½
Black vici,	06½
Black Russia calf,	06½
Glazed kangaroo,	06½
Velours,	06½
Cordovan,	07½
Patent chrome cowhide,	09
Single pairs and samples, extra,	02
Canvas box (when shellacked twice), extra,	00½
Colored goods, extra,	00½
Needle toes, extra,	00½
Lasting up or down, extra,	01
Pulling out pulling-over tacks, no extra.	
High-cut bals., over 8 inches and under 10, no extra.	
High-cut bals., 10 inches or over, extra,	00½
Shoes that crawl, \$0.33½ per hour if required to be done by a laster.	
Lasters not to be charged for shoes after leaving lasting department? Lasters are not to be held responsible for shoes after leaving the lasting department unless the fault was such as could not be discovered by inspection while on the last.	
Cripples, when puller or operator is not at fault, one-half price for pulling-off and full price for re-lasting.	

CONSOLIDATED HAND-METHOD MACHINE.

Items of lasting on the Consolidated Hand-method machine were submitted to the judgment of the Board; but, that kind of work being no longer a matter in dispute, owing to an agreement of the parties, the Board awards no prices therefor.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

JEWELERS—NORTH ATTLEBOROUGH.

A controversy in the jewelry industry having come to the attention of the Board, communication was had with Messrs. Watson and Newman at North Attleborough, and

the mediation of the Board for the purpose of bringing about an adjustment was offered on August 31. The firm declined to meet any of the workmen, but would take the Board's offer under consideration. It was learned that the matter was largely in the hands of the Manufacturing Jewelers' Association, whose president was A. M. Ripley of Chicago, and that the difficulty was rather more in Rhode Island than in Massachusetts. The Board found no further occasion to interpose.

TISHNOR & FEINSTEIN — BOSTON.

On or about October 21 a difficulty arose in the cap factory of Tishnor & Feinstein, concerning the compensation of one man, a blocker. The Board offered its services as mediator. It appeared that a committee had waited upon the firm, and there had been a disagreement, whereupon a strike had occurred. The employee in question had been getting \$14 a week, but requested an increase of \$2. The employer said that he had given him all he was worth, but, if he wished to earn more, suggested that he go on to piece work, as the others. The blocker objected, saying that he could not earn \$14 at piece work, and the employer said that he would not pay him more than he would be able to earn in that way. Suitable advice was given and arrangements made for a conference, but further investigations revealed the fact that there was no actual difficulty, all but three having returned, expressing their satisfaction with prices and conditions.

KELLY EVANS COMPANY—BROCKTON.

A hearing having been given on the joint application of Kelly Evans Company and Andrew J. Kearns, representing lasters, experts were ordered to report on the question of classifying a certain material that entered into the company's product. On October 29 the experts reported their investigations to the Board, but before a decision was rendered both parties requested leave to withdraw, and their application was placed on file.

**FORE RIVER SHIP AND ENGINE COMPANY—
QUINCY.**

In the yards of the Fore River Ship and Engine Company at Quincy 200 boys, employed at heating rivets for 300 machinists engaged in important work on the battle-ships "Rhode Island" and "New Jersey," in course of construction, complained that by reason of the poor quality of coal they were unable to earn any more than from one-half to two-thirds of their former wages, and went on strike November 17. Preparations were made for a visit to the scene of the difficulty, when word was received that the matter had been adjusted and the strikers had returned to work.

M. SALTER & SONS, H. WEISS & CO.—CHELSEA.

In the last fortnight of November some 40 men employed by M. Salter & Sons, sorters of rags in Chelsea, and as many more in the employ of H. Weiss & Co. of that city, graders of soft woolen rags and rough and

skirted cloth, objected to a change in work which they believed would result in diminished earnings, and endeavored collectively to treat with their employers, with a view to obtaining better prices and the concession that none but union men should be employed. Their action was deemed a strike by the firms involved, and new hands were hired in their places. The former employees claimed that they were locked out. The difficulty extended to five smaller shops, and about 100 members of Rag Selectors' Union No. 9932 were idle. The strikers appealed to the Boston Central Labor Union, in which they were represented, and the president of that delegate body invoked the mediation of the Board on December 16. Several interviews were had during the next ten days, but no conference could be arranged.

The employers said that the market had changed; that certain kinds of rags, which once had a value, were now worthless, were roughly separated and simply thrown away; accumulating such material into a waste heap without further attention was not sorting, for sorting required careful separation and cleaning. To comply with the union's demand would be to do what the market did not warrant. If the strikers had been content to devote all their time to the profitable rags, their earnings would not have been less. The new hands that had been trained would remain. A collective agreement would not suffice to prevent individuals from leaving their work in the spring, as they had done in other years.

On the 6th of January, 1904, the president of the union, Alexander Rosenfeld, accompanied by his interpreter, Thomas Cohen, called on the Board and requested

a conference with M. Salter & Sons. On the 7th the following letter was sent:—

Mr. THOMAS COHEN, *91 Williams Street, Chelsea, Mass.*

DEAR SIR:—Responding to your request for a conference in the presence of the Board with M. Salter & Sons, if such could be arranged, the Board communicated with the employers this day. The elder Mr. Salter said that he would not confer with the past help or any of their representatives; that he had all the rag selectors that he needed.

Respectfully,

BERNARD F. SUPPLE, *Secretary.*

The difficulty disappeared from notice.

R. ROSENBAUM & SONS—BOSTON.

In July a trade agreement was signed by R. Rosenbaum & Sons, cloth hat and cap manufacturers of Boston, and by representatives of the Cloth Hat and Cap Makers' Union No. 7; but in a few months it was claimed that the firm had broken the agreement, in attempting to reduce wages from 25 to 40 per cent. On the 9th of December the disagreement culminated in a strike. The Board communicated with the employers, and learned that they had resolved to have a free shop. Such was the result, for the agreement with the union was never renewed, the men never returned to work, and new hands were hired for the places left vacant. No further difficulty was experienced.

SYLVESTER TOWER & SON—CAMBRIDGE.

On December 15, 500 employees of Sylvester Tower & Son, manufacturers of piano actions and piano keys at Cambridge, went out on strike to enforce a demand for

higher wages. The Board interposed, but learned that there were negotiations already established between the parties. These resulted in a compromise, involving, it was said, from 5 to 7½ per cent. increase in wages, and the establishment of a union shop. The agreement was reached on the 18th of December; on the 19th the Board interviewed the employer, and learned that all hands had returned to work that morning.

LEWIS A. CROSSETT, INCORPORATED—ABINGTON.

On January 25, 1904, the following decision was rendered :—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Lewis A. Crossett, Incorporated, of North Abington, and employees of said Lewis A. Crossett, Incorporated, in its treeing department.

The Board, having considered said application and having made an investigation of the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties, and having heard the parties by their duly appointed representatives, awards that the following prices be paid by Lewis A. Crossett, Incorporated, to the employees in its factory at North Abington :—

	Per Dozen.
Patent leathers and enamels,	\$0 32½
Patent leathers and enamels with patent tops,	37½
Ideal and Rex kid (ironed),	37½
Box calf, kangaroo and black oil (cleaned),	15
Smooth chrome calf (cleaned and tops ironed),	20
Vici (cleaned and ironed) (by agreement of the parties),	25
Wax calf, Manila calf, Cordovan,	36
Wax calf, Manila calf, Cordovan, with calf tops,	37½
Russia calf (cleaned and polished),	25
Single pairs and samples, per pair,	03

	Per Dozen.
Lots of three pairs or under,	\$0 03
Ironing tops (where not stated above), extra,	03
Hour work, \$0.28.	

The Board recommends that greater care be taken, in order
that the patent leathers may come cleaner to the workmen.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

SLATER & MORRILL, INCORPORATED—BROCKTON.

On October 29 a joint application was received from Slater & Morrill, Incorporated, and lasters in its employ; but, owing to defects in stating the matters in dispute, the petition was not filed until the middle of November, when a list of such matters was jointly signed and submitted. On December 15 a hearing was had, but the employer only appeared, the employees requesting a postponement, owing to changes in the agency for the lasters' union. The matter was renewed when the union had settled how it should be represented. A hearing was appointed by the Board for December 29, but on request, this time of the employer, it was postponed. On January 21 a hearing was had, when it became evident to the Board that further conference between the employer and the new agent of the lasters would result in their agreeing upon a considerable portion, if not the whole, of the list of matters in dispute; and the Board thereupon advised that a new list of matters be submitted to the Board, if any were found after a further conference held with a view to agreeing privately. This was accepted by both parties. Originally there were three grades or kinds

of product in question,—the “No. 1,” the “Duro” and the product of the No. 2 making room. Further matters in dispute were items of hand lasting.

On February 3 and 11, 1904, letters were received from the representative of the employees in interest, announcing a settlement of the dispute as to prices for hand lasting and first-quality goods. Subsequently the “Duro” grade was included in the product of the No. 2 making room, of which it might be considered a part. Another hearing was had upon the few matters that were left in dispute, and expert assistants were appointed, when it was discovered that the company was moving its factory to Braintree, and questions which had been raised before during the progress of the case concerning the company's intention to move were renewed now that it was certain they were going to do so, and it was asked whether the union and its agent in Brockton could represent the work people of Braintree; whereupon a joint request was received from the parties in interest that the application be placed on file, and no further action be taken in the matter.

J. H. WINCHELL & CO.—HAVERHILL.

On December 2 a letter was received from the general president of the Boot and Shoe Workers' Union, concerning a remainder of items of work not included in the decision of October 8. An interview was sought on the following day by the employees' agent, on the subject of how best to submit the matters in dispute. Possible changes in the work since submitting the cause which was

decided October 8 might result in an agreement upon a large portion of the items in question. The Board advised that such matters as were still in controversy be listed and the employer furnished with a copy, and that an opportunity be sought for adjusting the prices of as many of them as possible, and, when private negotiations failed, that they submit what was left in a formal application to the Board. The advice was accepted by the workmen, and the agent promised to carry it into effect. This was communicated to the employer, who expressed his satisfaction with the proposal. The employees were thereupon notified that there was nothing in the way of a private conference.

On the 17th a complaint was received from the employees' agent that the prices agreed to on certain items of work, and therefore not referred to arbitration and not included in the decision of October 8, had never been paid, and might become the subject of reference to the Board. An interview was had with the employer, who said that such instances, if any, were due to error or inadvertencies for which the work people in question must share the blame, since they knew that it was only necessary to call the attention of the firm to have them remedied.

On the 24th of December a list of items in dispute was received from the employees. The Board thereupon requested a formal submission of the matters contained in the price list, and sent a blank application. Nothing further was heard of the case.

T. D. BARRY & CO.—BROCKTON.

On August 5 notice of controversy with a request for arbitration was received from T. D. Barry & Co. and employees in the edgemaking department, represented by Thomas C. Farrell. For several reasons, however, the submission of the case was not perfected according to law until the last day of the year. Hearings were had and an investigation of the work and the conditions under which it was performed was entered into, which investigation is still pending. The result will appear in the annual report for 1904.

R. B. GROVER & CO.—BROCKTON.

Notice of a controversy in the edgessetting department of R. B. Grover & Co.'s factory at Brockton was received by the Board on June 29, and towards the end of September the parties submitted the dispute to the arbitration of the Board, almost immediately requesting that no proceedings be taken before October 13. When the parties were ready, a hearing was given on the 24th of November. It appeared to all concerned that the controversy might be settled by negotiation; and, with the understanding that they were to confer on the subject of a settlement, the hearing was adjourned without naming a day.

On December 5 the workmen's agent requested that the Board proceed to a decision. Experts nominated by the respective parties were appointed to assist the Board in investigating prices and conditions at competing points, and the investigation is still pending. A statement of

the result must therefore be deferred until the publication of our nineteenth report.

CYGOLF SHOE COMPANY—BROCKTON.

On January 11, 1904, the following decision was rendered:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Cygolf Shoe Company of Brockton and employees of said Cygolf Shoe Company in its lasting department.

The Board, having considered said application and having made an investigation of the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties, and having heard the parties by their duly appointed representatives, awards that the following prices be paid by the Cygolf Shoe Company to the employees in its factory at Brockton:—

CHASE MACHINE.

	Per Pair.
Calf, plain or cap toe,	\$0 06½
Enamel,	08
Patent leather, bark tan,	08
Black Cordovan or horsehide,	08
Patent calf,	10
Patent vici,	10
Patent colt,	10
Box calf,	06½
Black vici,	06½
Kangaroo,	06½
Velours,	06½
Black Russia,	06½
Kangaroo kid,	06½
Flat leather box, extra,	00½
Canvas box (when shellacked twice), extra,	00½
Combination box, extra,	00½
Colored goods, extra,	00½
All high-cut bals. and boots, over 8 inches and under 10, no extra.	
All high-cut bals. and boots, 10 inches or over, extra,	00½
Single pairs and samples, extra,	02

Special lasts, extra,	Per Pair. \$0 02
Lasting shoes up or down, extra,	01
Women's shoes, no extra.	
Hour work, \$0.33½ per hour.	

Lasters not to be charged for shoes after leaving lasting department unless it is evident it is fault of laster? Lasters are not to be held responsible for shoes after leaving the lasting department unless the fault was such as could not be discovered by inspection while on the last.

CONSOLIDATED HAND-METHOD MACHINE.

	Puller.	Operator.
Calf, plain or cap toe,	\$0 03½	\$0 01½
Enamel bark tan, plain or cap toe,	04	01½
Patent calf,	05	02½
Patent colt,	05	02½
Patent vici,	05	02½
Box calf enamel,	05	02½
Box calf,	03½	01½
Vici,	03½	01½
Velours,	03½	01½
Kangaroo kid,	03½	01½
Kangaroo,	03½	01½
Black Russia,	03½	01½

Flat sole leather box, extra, \$0.00½.

Canvas box (when shellacked twice), extra, \$0.00½.

Combination box, extra, \$0.00½.

Colored goods, extra, \$0.00½.

All high-cut bals. and boots, over 8 inches and under 10,
no extra.

All high-cut bals. and boots, 10 inches or over, extra, \$0.00½.

Single pairs and samples, \$0.02.

Special lasts, extra, \$0.02.

Women's shoes, no extra.

Lasting shoes up or down, extra, \$0.01.

Hour work, \$0.33½ per hour.

Pounding heel-seats, per dozen, \$0.02½.

Lasters not to be charged for shoes after they leave lasting department unless it is evident it is fault of laster? Lasters are not to be held responsible for shoes after leaving the lasting department unless the fault was such as could not be discovered by inspection while on the last.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

W. L. DOUGLAS SHOE COMPANY—BROCKTON.

The following decision was rendered on January 11, 1904:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between W. L. Douglas Shoe Company of Brockton and employees of said W. L. Douglas Shoe Company in its lasting department.

The Board, having considered said application and having made an investigation of the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties, and having heard the parties by their duly appointed representatives, awards that the following prices be paid by W. L. Douglas Shoe Company to the employees in its factory at Brockton:—

GOODYEAR WORK, BED MACHINE.

	Per Pair.
Calf, plain or cap toe,	\$0 06½
Box calf,	06½
Titan,	06½
Black vici,	06½
Kangaroo kid,	06½
Kangaroo,	06½
Kangaroo calf,	06½
Dongola,	06½
Black Russia,	06½
Velours,	06½
Cordovan,	07½
Enamel,	08
Side leather,	09
Colored goods, extra,	00½
Flat leather box, extra,	00½
Cork flat box, extra,	00½
Samples and singles, extra,	02
Long-leg boots, over 8 inches and under 10, no extra.	
Long-leg boots, 10 inches or over, extra,	00½
Custom or leathered lasts, extra,	02
All shoes, lasted up or down, extra,	01

Cripples, when laster is not at fault, one-half price for pulling-off and full price for re-lasting.

Lasters shall not be responsible for shoes after leaving lasting room except in case the fault cannot be seen while on the last? Lasters are not to be held responsible for shoes after leaving the lasting department unless the fault was such as could not be discovered by inspection while on the last.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

CHARLES A. EATON COMPANY—BROCKTON.

The following decision was rendered on January 11, 1904:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Charles A. Eaton Company of Brockton and employees of said Charles A. Eaton Company in its lasting department of Factory No. 1.

The Board, having considered said application and having made an investigation of the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties, and having heard the parties by their duly appointed representatives, awards that the following prices be paid by Charles A. Eaton Company to the employees in its Factory No. 1 at Brockton:—

CONSOLIDATED HAND-METHOD MACHINE, GOODYEAR WORK.

	PER PAIR.	
	Fuller.	Operator.
Calf, cap or plain,	\$0 03½	\$0 01½
Kangaroo, cap or plain,	03½	01½
Box calf, cap or plain,	03½	01½
Black vici, cap or plain,	03½	01½
Velours calf, cap or plain,	03½	01½
Black Russia, cap or plain,	03½	01½
Colored goods, cap or plain, extra, \$0.00½.		
Cordovan or horsehide, cap or plain,	03½	01½
Enamel grain, cap or plain,	04½	01½

	PER PAIR.	
	Puller.	Operator.
Patent split, cap or plain,	\$0 04½	\$0 01½
Patent chrome, side leather, cap or plain,	04½	02
Enamel box calf, cap or plain,	04½	02
Patent calf, cap or plain,	05	02½
Patent colt, cap or plain,	05	02½
Patent vici, cap or plain,	05	02½
Canvas box, inserted by laster (when shellacked twice), extra,		\$0 00½
Combination box, inserted by laster, extra,		00½
Leather box, inserted by laster, extra,		00½
High-cut bal., over 8 inches and under 10, no extra.		
High-cut bal., 10 inches or over, extra,		00½
Patent tips and quarters (each), extra,		01

BED MACHINE (SEAWER).

Calf, cap or plain,	06½
Kangaroo, cap or plain,	06½
Black vici, cap or plain,	06½
Black Russia calf, cap or plain,	06½
Box calf, cap or plain,	06½
Velours calf, cap or plain,	06½
Colored goods, cap or plain,	06½
Cordovan or horsehide, cap or plain,	07½
Enamel grain, cap or plain,	08
Patent chrome, side leather, cap or plain,	09
Enamel box calf, cap or plain,	09½
Patent calf, cap or plain,	10
Patent colt, cap or plain,	10
Patent vici, cap or plain,	10
Canvas box, inserted by laster (when shellacked twice), extra,	00½
Combination box, inserted by laster, extra,	00½
Leather box, inserted by laster, extra,	00½
High-cut bals., over 8 inches and under 10, no extra.	
High-cut bals., 10 inches or over, extra,	00½
Patent tips and quarters (each), extra,	01
Samples in one-pair lots, extra,	02
Samples in larger than one-pair lots, extra,	01½
Cushion soles, extra,	01½
Hour work, \$0.33½ per hour.	

By the Board,

BERNARD F. SUPPLE, *Secretary.*

J. E. TIBBETTS—BROCKTON.

On January 11, 1904, the following decision was rendered:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between J. E. Tibbetts of Brockton and employees of said J. E. Tibbetts in his lasting department.

The Board, having considered said application and having made an investigation of the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties, and having heard the parties by their duly appointed representatives, awards that the following prices be paid by J. E. Tibbetts to the employees in his factory at Brockton:—

BED MACHINE, GOODYEAR WORK.

	Per Pair.
Patent, plain or cap toe,	\$0 10½
Enamel, plain or cap toe,	08½
Velours, plain or cap toe,	06½
Box calf, plain or cap toe,	06½
Vici, plain or cap toe,	06½
Kangaroo, plain or cap toe,	06½
Russia (colored), plain or cap toe,	07
Cordovan, plain or cap toe,	07½
Calf, plain or cap toe,	06½

The above prices include flat leather box.

Samples, extra,	02
Hour work, \$0.33½ per hour.	
Moulded boxes, extra,	00½
Colored goods, extra,	00½
All high-cut bals. or boots, over 8 inches and under 10, no extra.	
All high cut bals. or boots, 10 inches or over, extra,	00½
Special lasts, by the hour.	

When shoes crawl, laster should be paid by the hour for repairing the same? By the hour.

Lasters not to be charged for shoes after leaving the lasting department? Lasters are not to be held responsible for

shoes after leaving the lasting department unless the fault was such as could not be discovered by inspection while on the last.

Cripples, when laster is not at fault, by the hour.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

**BROCKTON SHOE MANUFACTURERS' ASSOCIATION —
BROCKTON.**

On January 12, 1904, the following decision was rendered : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Brockton Shoe Manufacturers' Association and employees of members of said Brockton Shoe Manufacturers' Association in the lasting department of the industry.

This controversy is submitted to the Board informally, and not in compliance with the statute under which the Board is authorized to arbitrate differences arising between employers and employees, since this submission is made by a voluntary association of employers, which, as an association, is not an employer. The Board has, however, made an investigation of the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, has considered the evidence procured by experts appointed by the Board, has heard the parties, and recommends that a fair price to be paid for lasting uncrimped Bluchers, as an extra, beyond the regular price, is \$0.00½ per pair.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

THOMPSON BROTHERS—BROCKTON.

The following decision was issued on January 11, 1904:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Thompson Brothers of Brockton and employees of said Thompson Brothers in their lasting department.

The Board, having considered said application and having made an investigation of the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts, awards that the following prices be paid by Thompson Brothers to the employees in their factory at Brockton:—

CONSOLIDATED HAND-METHOD MACHINE, GOODYEAR WORK.

	PER PAIR.	
	Puller.	Operator.
Calf, cap or plain,	\$0 03 $\frac{1}{4}$	\$0 01 $\frac{1}{8}$
Kangaroo, cap or plain,	03 $\frac{1}{4}$	01 $\frac{1}{8}$
Box calf, cap or plain,	03 $\frac{1}{4}$	01 $\frac{1}{8}$
Black vici, cap or plain,	03 $\frac{1}{4}$	01 $\frac{1}{8}$
Velours calf, cap or plain,	03 $\frac{1}{4}$	01 $\frac{1}{8}$
Black Russia, cap or plain,	03 $\frac{1}{4}$	01 $\frac{1}{8}$
Colored goods, extra, cap or plain, \$0.00 $\frac{1}{4}$.		
Cordovan or horsehide, cap or plain,	03 $\frac{1}{4}$	01 $\frac{1}{8}$
Enamel grain, cap or plain,	04 $\frac{1}{4}$	01 $\frac{1}{8}$
Patent split, cap or plain,	04 $\frac{1}{4}$	01 $\frac{1}{8}$
Patent chrome, side leather, cap or plain,	04 $\frac{1}{4}$	02
Enamel box calf, cap or plain,	04 $\frac{1}{4}$	02
Patent calf, cap or plain,	05	02 $\frac{1}{8}$
Patent colt, cap or plain,	05	02 $\frac{1}{8}$
Patent vici, cap or plain,	05	02 $\frac{1}{8}$
		Per Pair.
Canvas box, inserted by laster (when shellacked twice), extra,		\$0 00 $\frac{1}{4}$
Combination box, inserted by laster, extra,		00 $\frac{1}{4}$
Leather box, inserted by laster, extra,		00 $\frac{1}{4}$
High-cut bal., over 8 inches and under 10, no extra.		.
High-cut bal., 10 inches or over, extra,		00 $\frac{1}{2}$
Patent tips and quarters (each), extra,		01

BED MACHINE.		Per Pair.
Calf, cap or plain,		\$0 06½
Kangaroo, cap or plain,		06½
Black vici, cap or plain,		06½
Black Russia calf, cap or plain,		06½
Box calf, cap or plain,		06½
Velours calf, cap or plain,		06½
Colored goods, cap or plain,		06½
Cordovan or horsehide, cap or plain,		07½
Enamel grain, cap or plain,		08
Patent chrome, side leather, cap or plain,		09
Enamel box calf, cap or plain,		09½
Patent calf, cap or plain,		10
Patent colt, cap or plain,		10
Patent vici, cap or plain,		10
Canvas box, inserted by laster (when shellacked twice), extra,		00½
Combination box, inserted by laster, extra,		00½
Leather box, inserted by laster, extra,		00½
High-cut bals., over 8 inches and under 10, no extra.		
High-cut bals., 10 inches or over, extra,		00½
Patent tips and quarters (each), extra,		01
Samples in one-pair lots, extra,		02
Samples in larger than one-pair lots, extra,		01½
Cushion soles, extra,		01½
Hour work, \$0.33½ per hour.		

By the Board,

BERNARD F. SUPPLE, *Secretary.*

CHARLES A. EATON COMPANY—BROCKTON.

On January 12, 1904, the following decision was rendered :—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Charles A. Eaton Company of Brockton and employees of said Charles A. Eaton Company in its lasting department.

The Board, having considered said application and having heard the parties by their duly appointed representatives, finds that the controversy arises over the following clause of an agreement entered into between the parties, to wit: "Equal division of

work to workmen who are capable of doing the work." The decision of the Board is that the clause must be construed as relating to the work done upon the different classes of patent leather, and that by the terms of this clause of the agreement the company is bound to divide equally between those employed on the Consolidated Hand-method machine, so called, and the Seaver machine, all of its work designed to be done interchangeably upon either machine at the time of making the agreement; that, as to such work as is designed to be done solely by the Consolidated Hand-method machine, an equal division of work among workmen employed upon that machine, who are capable of doing the work, must be made; that, as to such work as is designed to be done solely on the Seaver machine, an equal division of work among workmen employed upon that machine, who are capable of doing the work, must be made.

By the Board,

BERNARD F. SUPPLE, *Secretary*.

W. L. DOUGLAS SHOE COMPANY—BROCKTON.

The following decision was rendered on January 20, 1904:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between W. L. Douglas Shoe Company of Brockton and employees of said W. L. Douglas Shoe Company in its rough-rounding department.

The Board, having considered said application and having made an investigation of the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties, and having heard the parties by their duly appointed representatives, awards that the following price be paid by W. L. Douglas Shoe Company in its factory at Brockton:—

Rough-rounding, per dozen, \$0 09

By the Board,

BERNARD F. SUPPLE, *Secretary*.

W. L. DOUGLAS SHOE COMPANY—BROCKTON.

The following decision was rendered on January 20, 1904:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between W. L. Douglas Shoe Company of Brockton and employees of said W. L. Douglas Shoe Company in its heel-keying department.

The Board, having considered said application and having made an investigation of the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties, and having heard the parties by their duly appointed representatives, awards that the following price be paid by W. L. Douglas Shoe Company in its factory at Brockton:—

Heel-keying on power machine, per dozen, . . . \$0 02

By the Board,

BERNARD F. SUPPLE, *Secretary.*

REYNOLDS, DRAKE & GABELL—BROCKTON.

The following decision was rendered on January 20, 1904:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Reynolds, Drake & Gabell of Brockton and employees of said Reynolds, Drake & Gabell in their sole-fastening department.

The Board, having considered said application and having made an investigation of the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties, and having heard the parties by their duly appointed representatives, awards that the following

prices be paid by Reynolds, Drake & Gabell in their factory at Brockton: —

	Per Dozen.
Goodyear welting,	\$0 19
Goodyear stitching,	21

By the Board,
BERNARD F. SUPPLE, *Secretary*.

GEORGE G. SNOW COMPANY — BROCKTON.

The following decision was rendered on January 20, 1904: —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between George G. Snow Company of Brockton and employees of said George G. Snow Company in its sole-fastening department.

The Board, having considered said application and having made an investigation of the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties, and having heard the parties by their duly appointed representatives, awards that the following price be paid by George G. Snow Company in its factory at Brockton: —

Rough-rounding, per dozen,	\$0 09
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By the Board,
BERNARD F. SUPPLE, *Secretary*.

RICHARDS & BRENNAN—RANDOLPH.

On July 31 two joint applications, presenting substantially the same grievances, were received from parties to a dispute in the cutting, lasting, finishing and making departments of the Richards & Brennan shoe factory at Randolph. Conferences were held with a view to settling the matter privately, and for that reason and on account of the death of one of the firm, proceedings were suspended indefinitely. On October 16 a joint application was received, but the matters in dispute were not clearly defined until October 29. The representative of the workmen was unable to demonstrate that he was authorized to represent the employees in the making department, and proceedings were further delayed, as the law requires. On January 5, 1904, by consent of both parties, so much of the controversy as related to the making department was omitted, and the Board was requested to proceed with the case. Hearings were given, and the Board entered upon an investigation with the aid of experts nominated by the parties, and on February 11 received their reports. The decision will appear in the nineteenth report of the Board.

**STEVENS & NEWHALL, B. O. HONORS & SON, SPRAGUE
& BREED COAL COMPANY, WILLIAM C. HOLDER &
SON, REED & COSTOLO, LYNN GAS AND ELECTRIC
COMPANY — LYNN.**

On February 12, 1904, the following decision was rendered : —

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Stevens & Newhall, B. O. Honors & Son, Sprague & Breed Coal Company, William C. Holder & Son, Reed & Costolo and Lynn Gas and Electric Company and the employees in their shovelling departments at Lynn.

The Board, having considered said application and having made an investigation of the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties, and having heard the parties by their duly appointed representatives, awards the following : —

Item 1. — As to the definition and limitation of a working day, the employment to which the controversy relates is intermittent, and the employees are not regularly and permanently in the employ of any particular firm in the industry. The Board, therefore, fixes a price per hour for labor performed, and makes no definition or limitation of a working day.

Item 2. — The price per hour for unloading coal on secular days, not holidays, shall be \$0.35.

Item 3. — Having fixed a price per hour for work, the question of a price per hour for over-time work is not involved.

Item 4. — The price per hour for work performed on Sundays and all holidays shall be at the rate of double time.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

COAL DEALERS—LYNN.

During the progress of the foregoing case another application was received from the coal dealers of Lynn, represented by William C. Holder, and employees in the teaming and screening departments. On the 12th of February, 1904, the following decision was rendered:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between coal dealers of Lynn, represented by William C. Holder, and the employees of the coal dealers in their teaming and screening departments.

The Board, having considered said application and having made an investigation of the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and having received and considered the reports of experts nominated by the parties, and having heard the parties by their duly appointed representatives, decides as follows:—

As to the request of the screeners for an increase in wages from \$12 to \$13 per week, that the wages shall be \$12 per week.

As to the item relating to shorter working hours for screeners and teamsters, that the working hours shall remain as at present.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

LEWIS A. CROSSETT, INCORPORATED—ABINGTON.

On February 17, 1904, the following decision was rendered:—

In the matter of the joint application for arbitration to the State Board of Conciliation and Arbitration of a controversy existing between Lewis A. Crossett, Incorporated, of Abington, and employees of said Lewis A. Crossett, Incorporated, in its making department.

The Board, having considered said application and having made an investigation of the character of the work and the conditions under which it is performed, which is the subject-matter of the

controversy, and having received and considered the reports of experts nominated by the parties, and having heard the parties by their duly appointed representatives, awards that the following prices be paid by Lewis A. Crossett, Incorporated, in its factory at North Abington: —

	Per 12 Pairs.
Sewing on Goodyear welts, regular work,	\$0 19
Sewing on Goodyear welts, single pairs and samples,	24
Stitching Goodyear outsoles, regular work,	21
Stitching Goodyear outsoles, single pairs and samples,	26
Stitching Goodyear outsoles, around heel,	30
Rough-rounding soles, regular work,	09
Rough-rounding soles, single pairs and samples,	12

By the Board,

BERNARD F. SUPPLE, *Secretary.*

The foregoing annual report is respectfully submitted.

WILLARD HOWLAND,
RICHARD P. BARRY,
CHARLES DANA PALMER,

State Board of Conciliation and Arbitration.

BOSTON, February 17, 1904.

APPENDIX.

APPENDIX.

In 1886 Massachusetts and New York established state boards of arbitration.

A statute of the United States, enacted in 1888, provided for the settlement of controversies between railroads and their employees through the services of special temporary tribunals known as "boards of arbitration or commission." To form a board of arbitration each party in interest chose a member, and the two members chose a third for chairman; but when the commission was formed the President of the United States appointed two members to act with the Commissioner of Labor, who was chairman *ex officio*. Such a commission in 1894, reporting on the Chicago Strike, recommended changes in the law, and suggested to the states "the adoption of some system of conciliation and arbitration like that in use in the Commonwealth of Massachusetts." In 1898 the law was repealed, its essential provisions were re-enacted and procedure was specified with greater elaboration. The statute of 1898 requires the Chairman of the Interstate Commerce Commission and the Commissioner of Labor to mediate in one way or another between the parties with a view to inducing them either to terminate their controversy by agreement or to refer it to the board of arbitration. The board of arbitration, as under the former act, is constituted in the usual way; but when five days elapse without choice of a third member, the duty of making such a choice devolves upon the two mediators above mentioned.

Twenty-four states in the union have thus far made

constitutional or statutory provision for mediation of one kind or another in the settlement of industrial disputes. Of these the statutes of the following seventeen contemplate the administration of conciliation and arbitration laws through permanent state boards: Massachusetts, New York, Montana, Michigan, California, New Jersey, Ohio, Louisiana, Wisconsin, Minnesota, Connecticut, Illinois, Utah, Indiana, Idaho, Colorado and Kansas.

The constitution of Wyoming directs the legislature to establish courts of arbitration to determine all differences between associations of laborers and their employers, and provides for appeals to the supreme court of the state from the decisions of compulsory boards of arbitration.

The laws of Kansas, Iowa, Pennsylvania and Texas authorize the law courts to appoint tribunals of voluntary arbitration; and such is the law of Maryland also, which, moreover, empowers the Board of Public Works to investigate industrial controversies when the employer is a corporation, indebted to, or incorporated by, that state; to propose arbitration to the opposing parties, and if the proposition is accepted, to provide in due form for referring the case; but if either party refuse to submit to arbitration, it becomes the duty of the Board of Public Works to ascertain the cause of the controversy and report the same to the next legislature.

The law of Missouri authorizes the Commissioner of Labor Statistics to form local boards of arbitration, and, as in North Dakota, to mediate between employer and employed, if requested to do so by either, whenever a difference exists which results or threatens to result in a strike or lockout. In Nebraska it is the duty of such officer to examine into the causes of strikes and lockouts.

Following are laws, etc., relating to mediation in industrial controversies:—

UNITED STATES.

[Public Laws, 1898.]

Chap. 370.—An Act Concerning carriers engaged in interstate commerce and their employees.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the provisions of this Act shall apply to any common carrier or carriers and their officers, agents, and employees, except masters of vessels and seamen, as defined in section forty-six hundred and twelve, Revised Statutes of the United States, engaged in the transportation of passengers or property wholly by railroad, or partly by railroad and partly by water, for a continuous carriage or shipment, from one State or Territory of the United States, or the District of Columbia, to any other State or Territory of the United States, or the District of Columbia, or from any place in the United States to an adjacent foreign country, or from any place in the United States through a foreign country to any other place in the United States.

The term "railroad" as used in this Act shall include all bridges and ferries used or operated in connection with any railroad, and also all the road in use by any corporation operating a railroad, whether owned or operated under a contract, agreement, or lease; and the term "transportation" shall include all instrumentalities of shipment or carriage.

The term "employees" as used in this Act shall include all persons actually engaged in any capacity in train operation or train service of any description, and notwithstanding that the cars upon or in which they are employed may be held and operated by the carrier under lease or other contract: *Provided, however,* That this Act shall not be held to apply to employees of street railroads and shall apply only to employees engaged in railroad train service. In every such case the carrier shall be responsible for the acts and defaults of such employees in the same manner and to the same extent as if said cars were owned by it and said employees directly employed by it, and any provisions to the contrary of any such lease or other contract shall be binding only as between the parties thereto and shall

not affect the obligations of said carrier either to the public or to the private parties concerned.

SEC. 2. Whenever a controversy concerning wages, hours of labor, or conditions of employment shall arise between a carrier subject to this Act and the employees of such carrier, seriously interrupting or threatening to interrupt the business of said carrier, the chairman of the Interstate Commerce Commission and the Commissioner of Labor shall, upon the request of either party to the controversy, with all practicable expedition, put themselves in communication with the parties to such controversy, and shall use their best efforts, by mediation and conciliation, to amicably settle the same; and if such efforts shall be unsuccessful, shall at once endeavor to bring about an arbitration of said controversy in accordance with the provisions of this act.

SEC. 3. Whenever a controversy shall arise between a carrier subject to this Act and the employees of such carrier which cannot be settled by mediation and conciliation in the manner provided in the preceding section, said controversy may be submitted to the arbitration of a board of three persons, who shall be chosen in the manner following: One shall be named by the carrier or employer directly interested; the other shall be named by the labor organization to which the employees directly interested belong, or, if they belong to more than one, by that one of them which specially represents employees of the same grade and class and engaged in services of the same nature as said employees so directly interested: *Provided, however,* That when a controversy involves and affects the interests of two or more classes and grades of employees belonging to different labor organizations, such arbitrator shall be agreed upon and designated by the concurrent action of all such labor organizations; and in cases where the majority of such employees are not members of any labor organization, said employees may by a majority vote select a committee of their own number, which committee shall have the right to select the arbitrator on behalf of said employees. The two thus chosen shall select the third commissioner of arbitration; but, in the event of their failure to name such arbitrator within five days after their first meeting, the third arbitrator shall be named by the commissioners named in the preceding section. A majority of said arbitrators shall be competent to make a valid and binding award under the

provisions hereof. The submission shall be in writing, shall be signed by the employer and by the labor organization representing the employees, shall specify the time and place of meeting of said board of arbitration, shall state the questions to be decided, and shall contain appropriate provisions by which the respective parties shall stipulate, as follows:

First. That the board of arbitration shall commence their hearings within ten days from the date of the appointment of the third arbitrator, and shall find and file their award, as provided in this section, within thirty days from the date of the appointment of the third arbitrator; and that pending the arbitration the status existing immediately prior to the dispute shall not be changed: *Provided*, That no employee shall be compelled to render personal service without his consent.

Second. That the award and the papers and proceedings, including the testimony relating thereto certified under the hands of the arbitrators and which shall have the force and effect of a bill of exceptions, shall be filed in the clerk's office of the circuit court of the United States for the district wherein the controversy arises or the arbitration is entered into, and shall be final and conclusive upon both parties, unless set aside for error of law apparent on the record.

Third. That the respective parties to the award will each faithfully execute the same, and that the same may be specifically enforced in equity so far as the powers of a court of equity permit: *Provided*, That no injunction or other legal process shall be issued which shall compel the performance by any laborer against his will of a contract for personal labor or service.

Fourth. That employees dissatisfied with the award shall not by reason of such dissatisfaction quit the service of the employer before the expiration of three months from and after the making of such award without giving thirty days' notice in writing of their intention so to quit. Nor shall the employer dissatisfied with such award dismiss any employee or employees on account of such dissatisfaction before the expiration of three months from and after the making of such award without giving thirty days' notice in writing of his intention so to discharge.

Fifth. That said award shall continue in force as between the parties thereto for the period of one year after the same

shall go into practical operation, and no new arbitration upon the same subject between the same employer and the same class of employees shall be had until the expiration of said one year if the award is not set aside as provided in section four. That as to individual employees not belonging to the labor organization or organizations which shall enter into the arbitration, the said arbitration and the award made therein shall not be binding, unless the said individual employees shall give assent in writing to become parties to said arbitration.

SEC. 4. The award being filed in the clerk's office of a circuit court of the United States, as hereinbefore provided, shall go into practical operation, and judgment shall be entered thereon accordingly at the expiration of ten days from such filing, unless within such ten days either party shall file exceptions thereto for matter of law apparent upon the record, in which case said award shall go into practical operation and judgment be entered accordingly when such exceptions shall have been finally disposed of either by said circuit court or on appeal therefrom.

At the expiration of ten days from the decision of the circuit court upon exceptions taken to said award, as aforesaid, judgment shall be entered in accordance with said decision unless during said ten days either party shall appeal therefrom to the circuit court of appeals. In such case only such portion of the record shall be transmitted to the appellate court as is necessary to the proper understanding and consideration of the questions of law presented by said exceptions and to be decided.

The determination of said circuit court of appeals upon said questions shall be final, and being certified by the clerk thereof to said circuit court, judgment pursuant thereto shall thereupon be entered by said circuit court.

If exceptions to an award are finally sustained, judgment shall be entered setting aside the award. But in such case the parties may agree upon a judgment to be entered disposing of the subject-matter of the controversy, which judgment when entered shall have the same force and effect as judgment entered upon an award.

SEC. 5. For the purposes of this Act the arbitrators herein provided for, or either of them, shall have power to administer oaths and affirmations, sign subpoenas, require the attendance

and testimony of witnesses, and the production of such books, papers, contracts, agreements, and documents material to a just determination of the matters under investigation as may be ordered by the court; and may invoke the aid of the United States courts to compel witnesses to attend and testify and to produce such books, papers, contracts, agreements and documents to the same extent and under the same conditions and penalties as is provided for in the Act to regulate commerce, approved February fourth, eighteen hundred and eighty-seven, and the amendments thereto.

SEC. 6. Every agreement of arbitration under this act shall be acknowledged by the parties before a notary public or clerk of a district or circuit court of the United States, and when so acknowledged a copy of the same shall be transmitted to the chairman of the Interstate Commerce Commission, who shall file the same in the office of said commission.

Any agreement of arbitration which shall be entered into conforming to this Act, except that it shall be executed by employees individually instead of by a labor organization as their representative, shall, when duly acknowledged as herein provided, be transmitted to the chairman of the Interstate Commerce Commission, who shall cause a notice in writing to be served upon the arbitrators, fixing a time and place for a meeting of said board, which shall be within fifteen days from the execution of said agreement of arbitration: *Provided, however,* That the said chairman of the Interstate Commerce Commission shall decline to call a meeting of arbitrators under such agreement unless it be shown to his satisfaction that the employees signing the submission represent or include a majority of all employees in the service of the same employer and of the same grade and class, and that an award pursuant to said submission can justly be regarded as binding upon all such employees.

SEC. 7. During the pendency of arbitration under this Act it shall not be lawful for the employer, party to such arbitration, to discharge the employees, parties thereto, except for inefficiency, violation of law, or neglect of duty; nor for the organization representing such employees to order, nor for the employees to unite in, aid, or abet, strikes against said employer; nor, during a period of three months after an award under such an arbitration, for such employer to discharge any

such employees, except for the causes aforesaid, without giving thirty days' written notice of an intent so to discharge; nor for any such employees, during a like period, to quit the service of said employer without just cause, without giving to said employer thirty days' written notice of an intent so to do; nor for such organization representing such employees to order, counsel, or advise otherwise. Any violation of this section shall subject the offending party to liability for damages: *Provided*, That nothing herein contained shall be construed to prevent any employer, party to such arbitration, from reducing the number of its or his employees whenever in its or his judgment business necessities require such reduction.

SEC. 8. In every incorporation under the provisions of chapter five hundred and sixty-seven of the United States Statutes of eighteen hundred and eighty-five and eighteen hundred and eighty-six it must be provided in the articles of incorporation and in the constitution, rules, and by-laws that a member shall cease to be such by participating in or by instigating force or violence against persons or property during strikes, lockouts, or boycotts, or by seeking to prevent others from working through violence, threats, or intimidations. Members of such incorporations shall not be personally liable for the acts, debts, or obligations of the corporations, nor shall such corporations be liable for the acts of members or others in violation of law; and such corporations may appear by designated representatives before the board created by this Act, or in any suits or proceedings for or against such corporations or their members in any of the Federal courts.

SEC. 9. Whenever receivers appointed by Federal courts are in the possession and control of railroads, the employees upon such railroads shall have the right to be heard in such courts upon all questions affecting the terms and conditions of their employment, through the officers and representatives of their associations, whether incorporated or unincorporated, and no reduction of wages shall be made by such receivers without the authority of the court therefor upon notice to such employees, said notice to be not less than twenty days before the hearing upon the receivers' petition or application, and to be posted upon all customary bulletin boards along or upon the railway operated by such receiver or receivers.

SEC. 10. Any employer subject to the provisions of this

Act and any officer, agent, or receiver of such employer who shall require any employee, or any person seeking employment, as a condition of such employment, to enter into an agreement, either written or verbal, not to become or remain a member of any labor corporation, association, or organization; or shall threaten any employee with loss of employment, or shall unjustly discriminate against any employee because of his membership in such a labor corporation, association, or organization; or who shall require any employee or any person seeking employment, as a condition of such employment, to enter into a contract whereby such employee or applicant for employment shall agree to contribute to any fund for charitable, social, or beneficial purposes; to release such employer from legal liability for any personal injury by reason of any benefit received from such fund beyond the proportion of the benefit arising from the employer's contribution to such fund; or who shall, after having discharged an employee, attempt or conspire to prevent such employee from obtaining employment, or who shall, after the quitting of an employee, attempt or conspire to prevent such employee from obtaining employment, is hereby declared to be guilty of a misdemeanor, and, upon conviction thereof in any court of the United States of competent jurisdiction in the district in which such offense was committed, shall be punished for each offense by a fine of not less than one hundred dollars and not more than one thousand dollars.

SEC. 11. Each member of said board of arbitration shall receive a compensation of ten dollars per day for the time he is actually employed, and his traveling and other necessary expenses; and a sum of money sufficient to pay the same, together with the traveling and other necessary and proper expenses of any conciliation or arbitration had hereunder, not to exceed ten thousand dollars in any one year, to be approved by the chairman of the Interstate Commerce Commission and audited by the proper accounting officers of the Treasury, is hereby appropriated for the fiscal years ending June thirtieth, eighteen hundred and ninety-eight, and June thirtieth, eighteen hundred and ninety-nine, out of any money in the Treasury not otherwise appropriated.

SEC. 12. The Act to create boards of arbitration or commission for settling controversies and differences between railroad corporations and other common carriers engaged in interstate

or territorial transportation of property or persons and their employees, approved October first, eighteen hundred and eighty-eight, is hereby repealed.

Approved, June 1, 1898.

MASSACHUSETTS.

Chapter 263 of the Acts of 1886, approved June 2, entitled "An Act to provide for a State Board of Arbitration, for the settlement of differences between employers and their employees," was amended by St. 1887, chapter 269; St. 1888, chapter 261; and St. 1890, chapter 385. Chapter 382 of the Acts of 1892 relates to the duties of expert assistants. A consolidation and revision of Statutes went into effect December 31, 1901.

Chapter 106, Revised Laws, as amended by St. 1902, chapter 446, provides for the conciliation and arbitration of labor disputes as follows:—

STATE BOARD OF CONCILIATION AND ARBITRATION.

SECTION 1. There shall be a state board of conciliation and arbitration consisting of three persons, one of whom shall annually, in June, be appointed by the governor, with the advice and consent of the council, for a term of three years from the first day of July following. One member of said board shall be an employer or shall be selected from an association representing employers of labor, one shall be selected from a labor organization and shall not be an employer of labor, and the third shall be appointed upon the recommendation of the other two, or if the two appointed members do not, at least thirty days prior to the expiration of a term, or within thirty days after the happening of a vacancy, agree upon the third member, he shall then be appointed by the governor. Each member shall, before entering upon the duties of his office, be sworn to the faithful performance thereof, and shall receive a salary at the rate of two thousand dollars a year and his necessary travelling and other expenses, which shall be paid by the commonwealth. The board shall choose from its members

a chairman, and may appoint and remove a secretary of the board and may allow him a salary of not more than twelve hundred dollars a year. The board shall from time to time establish such rules of procedure as shall be approved by the governor and council, and shall annually, on or before the first day of February, make a report to the general court.

DUTIES AND POWERS.

SECTION 2. If it appears to the mayor of a city or to the selectmen of a town that a strike or lock-out described in this section is seriously threatened or actually occurs, he or they shall at once notify the state board; and such notification may be given by the employer or by the employees concerned in the strike or lock-out. If, when the state board has knowledge that a strike or lock-out, which involves an employer and his present or former employees, is seriously threatened or has actually occurred, such employer, at that time, is employing, or upon the occurrence of the strike or lock-out, was employing, not less than twenty-five persons in the same general line of business in any city or town in the commonwealth, the state board shall, as soon as may be, communicate with such employer and employees and endeavor by mediation to obtain an amicable settlement or endeavor to persuade them, if a strike or lock-out has not actually occurred or is not then continuing, to submit the controversy to a local board of conciliation and arbitration or to the state board. Said state board shall investigate the cause of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given to it by the provisions of the following section.

SECTION 3. If a controversy which does not involve questions which may be the subject of an action at law or suit in equity exists between an employer, whether an individual, a partnership or corporation employing not less than twenty-five persons in the same general line of business, and his employees, the board shall, upon application as hereinafter provided, and as soon as practicable, visit the place where the controversy exists and make careful inquiry into its cause, hear all persons interested

therein who come before it, advise the respective parties what ought to be done or submitted to by either or both to adjust said controversy, and make a written decision thereof which shall at once be made public, shall be open to public inspection and shall be recorded by the secretary of said board. A short statement thereof shall, in the discretion of the board, be published in the annual report, and the board shall cause a copy thereof to be filed with the clerk of the city or town in which said business is carried on. Said decision shall, for six months, be binding upon the parties who join in said application, or until the expiration of sixty days after either party has given notice in writing to the other party of his intention not to be bound thereby. Such notice may be given to said employees by posting it in three conspicuous places in the shop or factory where they work.

SECTION 4. Said application shall be signed by the employer or by a majority of his employees in the department of the business in which the controversy exists, or by their duly authorized agent, or by both parties, and if signed by an agent claiming to represent a majority of the employees, the board shall satisfy itself that he is duly authorized thereto in writing; but the names of the employees giving the authority shall be kept secret. The application shall contain a concise statement of the grievances complained of and a promise to continue in business or at work without any lockout or strike until the decision of the board, if made within three weeks after the date of filing the application. The secretary of the board shall forthwith, after such filing, cause public notice to be given of the time and place for a hearing on the application, unless both parties join in the application and present therewith a written request that no public notice be given. If such request is made, notice of the hearings shall be given to the parties in such manner as the board may order, and the board may give public notice thereof notwithstanding such request. If the petitioner or petitioners fail to perform the promise made in the application, the board shall proceed no further thereon without the written consent of the adverse party.

SECTION 5. In all controversies between an employer and his employees in which application is made under the provisions of the preceding section, each party may, in writing, nominate a fit person to act in the case as expert assistant to the board

and the board shall appoint such experts if so nominated. Said experts shall be skilled in and conversant with the business or trade concerning which the controversy exists, they shall be sworn by a member of the board to the faithful performance of their official duties and a record of their oath shall be made in the case. Said experts shall, if required, attend the sessions of the board, and shall, under direction of the board, obtain and report information concerning the wages paid and the methods and grades of work prevailing in establishments within the commonwealth similar to that in which the controversy exists, and they may submit to the board at any time before a final decision any facts, advice, arguments or suggestions which they may consider applicable to the case. No decision of said board shall be announced in a case in which said experts have acted without notice to them of a time and place for a final conference on the matters included in the proposed decision. Such experts shall receive from the commonwealth seven dollars each for every day of actual service and their necessary traveling expenses. The board may appoint such other additional experts as it considers necessary, who shall be qualified in like manner and, under the direction of the board, shall perform like duties and be paid the same fees as the experts who are nominated by the parties.

SECTION 6. The board may summon as witnesses any operative and any person who keeps the record of wages earned in the department of business in which the controversy exists, and may examine them upon oath and require the production of books which contain the record of wages paid. Summonses may be signed and oaths administered by any member of the board. Witnesses summoned by the board shall be allowed fifty cents for each attendance and also twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forthwith by the board, for which purpose the board may have money advanced to it from the treasury of the commonwealth as provided in section thirty-five of chapter six.

LOCAL BOARDS OF CONCILIATION AND ARBITRATION.

SECTION 7. The parties to any controversy described in section three may submit such controversy in writing to a local board of conciliation and arbitration which may either be mutually agreed upon or may be composed of three arbitrators, one of whom may be designated by the employer, one by the employees or their duly authorized agent and the third, who shall be chairman, by the other two. Such board shall, relative to the matters referred to it, have and exercise all the powers of the state board, and its decision shall have such binding effect as may be agreed upon by the parties to the controversy in the written submission. Such board shall have exclusive jurisdiction of the controversy submitted to it, but it may ask the advice and assistance of the state board. The decision of such board shall be rendered within ten days after the close of any hearing held by it; and shall forthwith be filed with the clerk of the city or town in which the controversy arose, and a copy thereof shall be forwarded by said clerk to the state board. Each of such arbitrators shall be entitled to receive from the treasury of the city or town in which the controversy submitted to them arose, with the approval in writing of the mayor of such city or of the selectmen of such town, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

NEW YORK.

A state board of arbitration was established in 1886, to decide appeals from such temporary boards as might be formed in special cases when that mode of settlement had been resorted to by the parties in interest. In 1887 it was given concurrent jurisdiction, and, for the purpose of inducing agreements, mediation was added to its functions. From 1897 the state board of mediation and arbitration acted under chapter 415 of the laws of that year, known as the labor law (which was a revision and consolidation of previous enactments, being chapter XXXII of the General Laws), until February 7, 1901 (chapter 9), when a department of labor was created in three bureaus: for factory inspection, for labor statistics and

for mediation and arbitration. The affairs of the first two bureaus are each administered by a deputy appointed and removable at pleasure by the commissioner of labor.

The head of the department has special charge of the bureau of mediation and arbitration, and for such functions has for assessors the two deputy commissioners. These three constitute the board to which the following provisions of article X of the Labor Law now refer: —

§ 142. **Arbitration by the board.** — A grievance or dispute between an employer and his employes may be submitted to the board of arbitration and mediation for their determination and settlement. Such submission shall be in writing, and contain a statement in detail of the grievance or dispute and the cause thereof, and also an agreement to abide the determination of the board, and during the investigation to continue in business or at work, without a lock-out or strike.

Upon such submission the board shall examine the matter in controversy. For the purpose of such inquiry they may subpoena witnesses, compel their attendance and take and hear testimony. Witnesses shall be allowed the same fees as in courts of record. The decision of the board must be rendered within ten days after the completion of the investigation.

§ 143. **Mediation in case of strike or lock-out.** — Whenever a strike or lock-out occurs or is seriously threatened, the board shall proceed as soon as practicable to the locality thereof, and endeavor, by mediation, to effect an amicable settlement of the controversy. It may inquire into the cause thereof, and for that purpose has the same power as in the case of a controversy submitted to it for arbitration.

§ 144. **Decisions of board.** — Within ten days after the completion of every examination or investigation authorized by this article, the board or majority thereof shall render a decision, stating such details as will clearly show the nature of the controversy and the points disposed of by them, and make a written report of their findings of fact and of their recommendations to each party to the controversy.

Every decision and report shall be filed in the office of the board and a copy thereof served upon each party to the controversy, and in case of a submission to arbitration, a copy shall

be filed in the office of the clerk of the county or counties where the controversy arose.

§ 145. **Annual report.** — The board shall make an annual report to the legislature, and shall include therein such statements and explanations as will disclose the actual work of the board, the facts relating to each controversy considered by them and the decision thereon, together with such suggestions as to legislation as may seem to them conducive to harmony in the relations of employers and employees.

§ 146. **Submission of controversies to local arbitrators.** — A grievance or dispute between an employer and his employees may be submitted to a board of arbitrators, consisting of three persons, for hearing and settlement. When the employees concerned are members in good standing of a labor organization, which is represented by one or more delegates in a central body, one arbitrator may be appointed by such central body and one by the employer. The two so designated shall appoint a third, who shall be chairman of the board.

If the employees concerned in such grievance or dispute are members of good standing of a labor organization which is not represented in a central body, the organization of which they are members may select and designate one arbitrator. If such employees are not members of a labor organization, a majority thereof, at a meeting duly called for that purpose, may designate one arbitrator for such board.

§ 147. **Consent; oath; powers of arbitrators.** — Before entering upon his duties, each arbitrator so selected shall sign a consent to act and take and subscribe an oath to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be filed in the clerk's office of the county or counties where the controversy arose. When such board is ready for the transaction of business, it shall select one of its members to act as secretary, and notice of the time and place of hearing shall be given to the parties to the controversy.

The board may, through its chairman, subpoena witnesses, compel their attendance and take and hear testimony.

The board may make and enforce rules for its government and the transaction of the business before it, and fix its sessions and adjournments.

§ 148. **Decision of arbitrators.** — The board shall, within ten days after the close of the hearing, render a written decision, signed by them, giving such details as clearly show the nature of the controversy and the questions decided by them. Such decision shall be a settlement of the matter submitted to such arbitrators, unless within ten days thereafter an appeal is taken therefrom to the state board of mediation and arbitration.

One copy of the decision shall be filed in the office of the clerk of the county or counties where the controversy arose, and one copy shall be transmitted to the secretary of the state board of mediation and arbitration.

§ 149. **Appeals.** — The state board of mediation and arbitration shall hear, consider and investigate every appeal to it from any such board of local arbitrators, and its decisions shall be in writing and a copy thereof filed in the clerk's office of the county or counties where the controversy arose, and duplicate copies served upon each party to the controversy. Such decision shall be final and conclusive upon all parties to the arbitration.

MONTANA.

There was a law in Montana, approved Feb. 28, 1887, entitled "An Act to provide for a territorial board of arbitration for the settlement of differences between employers and employees." The Legislative Assembly of the territory on March 14, 1889, created a commission to codify laws and procedure, and to revise, simplify and consolidate statutes; and Montana became a state on November 8 of the same year.

The following is the law relating to arbitration of industrial disputes, as it appears in "The Codes and Statutes of Montana in force July 1, 1895."

THE POLITICAL CODE.

[Part III, Title VII, Chapter XIX.]

§ 3330. There is a state board of arbitration and conciliation consisting of three members, whose term of office is two

years and until their successors are appointed and qualified. The board must be appointed by the governor, with the advice and consent of the senate. If a vacancy occurs at any time the governor shall appoint some one to serve out the unexpired term, and he may in like manner remove any member of said board. [§ 3330. *Act approved March 15, 1895.*]

§ 3331. One of the board must be an employer, or selected from some association representing employers of labor; and one of them must be a laborer, or selected from some labor organization, and not an employer of labor, and the other must be a disinterested citizen.

§ 3332. The members of the board must, before entering upon the duties of their office, take the oath required by the constitution. They shall at once organize by the choice of one of their number as chairman. Said board may appoint and remove a clerk of the board, who shall receive such compensation as may be allowed by the board, but not exceeding five dollars per day for the time employed. The board shall, as soon as possible after its organization, establish such rules or modes of procedure as are necessary, subject to the approval of the governor. [§ 3332. *Act approved March 15, 1895.*]

§ 3333. Whenever any controversy or dispute, not involving questions which may be the subject of a civil action, exists between an employer (if he employs twenty or more in the same general line of business in the state) and his employees, the board must, on application as is hereinafter provided, visit the locality of the dispute and make inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done, by either or both, to adjust said dispute, and the board must make a written decision thereon. The decision must at once be made public, and must be recorded in a book kept by the clerk of the board, and a statement thereof published in the annual report, and the board must cause a copy thereof to be filed with the clerk of the county where the dispute arose.

§ 3334. The application to the board of arbitration and conciliation must be signed by the employer, or by a majority of his employees in the department of the business in which the controversy or difference exists, or their duly authorized agent or by both parties, and shall contain a concise statement of the

grievances complained of, and a promise to continue on in business or at work without any lockout or strike until the decision of said board if it shall be made within four weeks of the date of filing said application. When an application is signed by an agent claiming to represent a majority of such employes, the board shall satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said board; as soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given for the time and place for the hearing thereon; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given; when such request is made notice shall be given to the parties interested in such manner as the board may order; and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. When notice has been given as aforesaid, each of the parties to the controversy, the employer on one side, and the employes interested on the other side, may in writing nominate, and the board may appoint, one person to act in the case as expert assistant to the board.

The two persons so appointed shall be skilled in and conversant with the business or trade concerning which the dispute has arisen. It shall be their duty, under the direction of the board, to obtain and report to the board, information concerning the wages paid, the hours of labor and the methods and grades of work prevailing in manufacturing establishments, or other industries or occupations, within the state of a character similar to that in which the matters in dispute have arisen. Said expert assistants shall be sworn to the faithful discharge of their duty; such oath to be administered by any member of the board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive from the treasury of the state such compensation as shall be allowed and certified by the board not exceeding ——— dollars per day, together with all necessary traveling expenses. Nothing in this act shall be construed to prevent the board from appointing such other additional expert assistant or assistants as it may deem necessary, who shall be paid in like manner. Should the petitioner or petitioners fail to

perform the promise made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have power to summon as witness any operative or employe in the department of business affected and any person who keeps the records of wages earned in those departments, and to examine them under oath, and to require the production of books containing the record of wages paid. Summons may be signed and oaths administered by any member of the board. [§ 3334. *Act approved March 15, 1895.*]

§ 3335. Upon the receipt of such application and after such notice, the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board, and published at the discretion of the same in an annual report to be made to the governor on or before the first day of December in each year. [§ 3335. *Act approved March 15, 1895.*]

§ 3336. Any decision made by the board is binding upon the parties who join in the application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. The notice must be given to employes by posting the same in three conspicuous places in the shop, office, factory, store, mill, or mine where the employes work.

§ 3337. The parties to any controversy or difference as described in § 3333 of this code may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may be either mutually agreed upon, or the employer may designate one of the arbitrators, the employes, or their duly authorized agent, another, and the two arbitrators so designated may choose a third, who shall be chairman of the board. Such board shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the county in which the controversy or

difference arose, and a copy thereof shall be forwarded to the state board and entered on its records. Each of such arbitrators shall be entitled to receive from the treasury of the county in which the controversy or difference that is the subject of the arbitration exists, if such payment shall be approved by the commissioners of said county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

Whenever it is made to appear to the mayor of any city or two commissioners of any county, that a strike or lockout such as described hereafter in this section is seriously threatened or actually occurs, the mayor of such city, or said commissioners of such county, shall at once notify the state board of the fact.

Whenever it shall come to the knowledge of the state board, either by notice from the mayor of a city, or two or more commissioners of a county, as provided in this section, or otherwise, that a strike or lockout is seriously threatened or has actually occurred in any city or county of this state, involving an employer and his present or past employees, if at the time he is employing or up to the occurrence of the strike or lockout was employing not less than twenty persons in the same general line of business in any city, town or county in this state, it shall be the duty of the state board to put itself in communication as soon as may be with such employer and employees, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them, providing that a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation as above provided, or to the state board; and said state board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by § 3333 of this code.

Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to

the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be (see § 9 of Massachusetts act and make such provision as deemed best) certified to the state board of examiners for auditing, and the same shall be paid as other expenses of the state from any moneys in the state treasury. [§ 3337. *Act approved March 15, 1895.*]

§ 3338. The arbitrators hereby created must be paid five dollars for each day of actual service and their necessary traveling expenses and necessary books or record, to be paid out of the treasury of the state, as by law provided.

MICHIGAN.

[Public Acts, 1889, No. 238.]

An Act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employes, and to authorize the creation of a State court of mediation and arbitration.

SECTION 1. *The people of the State of Michigan enact*, That whenever any grievance or dispute of any nature shall arise between any employer and his employes, it shall be lawful to submit the same in writing to a court of arbitrators for hearing and settlement, in the manner hereinafter provided.

SEC. 2. After the passage of this act the Governor may, whenever he shall deem it necessary, with the advice and consent of the Senate, appoint a State court of mediation and arbitration, to consist of three competent persons, who shall hold their terms of office, respectively, one, two and three years, and upon the expiration of their respective terms the said term of office shall be uniformly for three years. If any vacancy happens by resignation or otherwise he shall, in the same manner, appoint an arbitrator for the residue of the term. If the Senate shall not be in session at the time any vacancy shall occur or exist, the Governor shall appoint an arbitrator to fill the vacancy, subject to the approval of the Senate when convened. Said court shall have a clerk or secretary, who shall be appointed by the court, to serve three years, whose duty it shall be to keep a full and faithful record of the proceedings of the court and also all documents, and to perform such other duties as the said

court may prescribe. He shall have power, under the direction of the court, to issue subpoenas, to administer oaths in all cases before said court, to call for and examine all books, papers and documents of any parties to the controversy, with the same authority to enforce their production as is possessed by the courts of record, or the judges thereof, in this State. Said arbitrators and clerk shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. An office shall be set apart in the capitol by the person or persons having charge thereof, for the proper and convenient transaction of the business of said court.

SEC. 3. Any two of the arbitrators shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the State. Examinations or investigations ordered by the court may be held and taken by and before any one of their number, if so directed. But the proceedings and decisions of any single arbitrator shall not be deemed conclusive until approved by the court or a majority thereof. Each arbitrator shall have power to administer oaths.

SEC. 4. Whenever any grievance or dispute of any nature shall arise between any employer and his employés, it shall be lawful for the parties to submit the same directly to said State court, and shall jointly notify said court or its clerk, in writing, of such grievance or dispute. Whenever such notification to said court or its clerk is given, it shall be the duty of said court to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said court, in writing, succinctly, clearly and in detail, their grievances and complaints, and the cause or causes thereof, and severally agree in writing to submit to the decision of said court as to matters so submitted, and a promise or agreement to continue on in business or at work, without a lockout or strike, until the decision of said court, provided it shall be rendered within ten days after the completion of the investigation. The court shall thereupon proceed to fully investigate and inquire into the matters in controversy, and to take testimony, under oath, in relation thereto, and shall have power, by its chairman or clerk, to administer oaths, to issue subpoenas for the attendance of witnesses, the production of books and papers, to the same

extent as such power is possessed by courts of record, or the judges thereof, in this State.

SEC. 5. After the matter has been fully heard the said board, or majority of its members, shall, within ten days, render a decision thereon in writing, signed by them, or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by them. The decision shall be in triplicate, one copy of which shall be filed by the clerk of the court in the clerk's office of the county where the controversy arose, and one copy shall be served on each of the parties to the controversy.

SEC. 6. Whenever a strike or lockout shall occur or is seriously threatened, in any part of the State, and shall come to the knowledge of the court, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lockout and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such controversy; and, if in its judgment it is deemed best, to inquire into the cause or causes of the controversy, and to that end the court is hereby authorized to subpoena witnesses, compel their attendance, and send for persons and papers, in like manner and with the same powers as it is authorized to do by section four of this act.

SEC. 7. The fees of witnesses shall be one dollar for each day's attendance, and seven cents per mile traveled by the nearest route in getting to and returning from the place where attendance is required by the court, to be allowed by the board of State auditors upon the certificate of the court. All subpoenas shall be signed by the secretary of the court, and may be served by any person of full age authorized by the court to serve the same.

SEC. 8. Said court shall make a yearly report to the Legislature, and shall include therein such statements, facts and explanations as will disclose the actual working of the court, and such suggestions as to legislation, as may seem to them conducive to harmonizing the relations of, and disputes between, employers and the wage-earning.

SEC. 9. Each arbitrator shall be entitled to five dollars per day for actual service performed, payable from the treasury of the State. The clerk or secretary shall be appointed from one of their number, and shall receive an annual salary not to ex-

ceed twelve hundred dollars, without per diem, per year, payable in the same manner.

SEC. 10. Whenever the term "employer" or "employers" is used in this act it shall be held to include "firm" "joint stock association," "company" or "corporation," as fully as if each of the last named terms was expressed in each place [*Approved July 3, 1889.*]

CALIFORNIA.

An Act to provide for a State Board of Arbitration for the settlement of differences between employers and employes, to define the duties of said Board, and to appropriate the sum of twenty-five hundred dollars therefor.

The People of the State of California, represented in Senate and Assembly, do enact as follows:

SECTION 1. On or before the first day of May of each year, the Governor of the State shall appoint three competent persons to serve as a State Board of Arbitration and Conciliation. One shall represent the employers of labor, one shall represent labor employes, and the third member shall represent neither, and shall be Chairman of the Board. They shall hold office for one year and until their successors are appointed and qualified. If a vacancy occurs, as soon as possible thereafter the Governor shall appoint some one to serve the unexpired term; *provided, however,* that when the parties to any controversy or difference, as provided in section two of this Act, do not desire to submit their controversy to the State Board, they may by agreement each choose one person, and the two shall choose a third, who shall be Chairman and umpire, and the three shall constitute a Board of Arbitration and Conciliation for the special controversy submitted to it, and shall for that purpose have the same powers as the State Board. The members of the said Board or Boards, before entering upon the duties of their office, shall be sworn to faithfully discharge the duties thereof. They shall adopt such rules of procedure as they may deem best to carry out the provisions of this Act.

SEC. 2. Whenever any controversy or difference exists between an employer, whether an individual, copartnership, or corporation, which, if not arbitrated, would involve a strike or

lockout, and his employés, the Board shall, upon application, as hereinafter provided, and as soon as practicable thereafter, visit, if necessary, the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either, or both, to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the board.

SEC. 3. Said application shall be signed by said employer, or by a majority of his employés in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work, without any lockout or strike, until the decision of said Board, which must, if possible, be made within three weeks of the date of filing the application. Immediately upon the receipt of said application, the Chairman of said Board shall cause public notice to be given of the time and place for hearing. Should the petitioners fail to keep the promise made therein, the Board shall proceed no further thereupon without the written consent of the adverse party. And the party violating the contract shall pay the extra cost of the Board entailed thereby. The Board may then reopen the case and proceed to the final arbitration thereof as provided in section two hereof.

SEC. 4. The decision rendered by the Board shall be binding upon the parties who join in the application for six months, or until either party has given the other a written notice of his intention not to be further bound by the conditions thereof after the expiration of sixty days or any time agreed upon by the parties, which agreement shall be entered as a part of the decision. Said notice may be given to the employés by posting a notice thereof in three conspicuous places in the shop or factory where they work.

SEC. 5. Both employers and employés shall have the right at any time to submit to the Board complaints of grievances and ask for an investigation thereof. The Board shall decide whether the complaint is entitled to a public investigation, and if they decide in the affirmative, they shall proceed to hear the testimony, after giving notice to all parties concerned, and

publish the result of their investigations as soon as possible thereafter.

SEC. 6. The arbitrators hereby created shall be paid five dollars per day for each day of actual service, and also their necessary traveling and other expenses incident to the duties of their office shall be paid out of the State Treasury; but the expenses and salaries hereby authorized shall not exceed the sum of twenty-five hundred dollars for the two years.

SEC. 7. The sum of twenty-five hundred dollars is hereby appropriated out of any money in the State Treasury not otherwise appropriated, for the expenses of the Board for the first two years after its organization.

SEC. 8. This Act shall take effect and be in force from and after its passage. [*Approved March 10, 1891.*]

NEW JERSEY.

An Act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employees, and to authorize the creation of a state board of arbitration.

1. BE IT ENACTED by the Senate and General Assembly of the State of New Jersey, That whenever any grievance or dispute of any nature growing out of the relation of employer and employee shall arise or exist between employer and employees, it shall be lawful to submit all matters respecting such grievance or dispute, in writing, to a board of arbitrators, to hear, adjudicate and determine the same; said board shall consist of five persons; when the employees concerned in any such grievance or dispute as aforesaid are members in good standing of any labor organization, which is represented by one or more delegates in a central body, the said central body shall have power to designate two of said arbitrators; and the employer shall have the power to designate two others of said arbitrators, and the said four arbitrators shall designate a fifth person as arbitrator, who shall be chairman of the board; in case the employees concerned in any such grievance or dispute as aforesaid are members in good standing of a labor organization which is not represented in a central body, then the organization of which they are members shall have the power to select and designate two arbi-

trators for said board, and said board shall be organized as hereinbefore provided; and in case the employees concerned in any such grievance or dispute as aforesaid are not members of any labor organization, then a majority of said employees, at a meeting duly held for that purpose, shall designate two arbitrators for said board, and the said board shall be organized as hereinbefore provided.

2. *And be it enacted*, That any board as aforesaid selected may present a petition to the county judge of the county where such grievances or disputes to be arbitrated may arise, signed by at least a majority of said board, setting forth in brief terms the nature of the grievance or dispute between the parties to said arbitration, and praying the license or order of such judge establishing and approving said board of arbitration; upon the presentation of said petition it shall be the duty of the said judge to make an order establishing such board of arbitration and referring the matters in dispute to it for hearing, adjudication and determination; the said petition and order or a copy thereof shall be filed in the office of the clerk of the county in which the said judge resides.

3. *And be it enacted*, That the arbitrators so selected shall sign a consent to act as such, and shall take and subscribe an oath before an officer authorized to administer oaths, to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be immediately filed in the office of the clerk of the county wherein such arbitrators are to act; when the said board is ready for the transaction of business, it shall select one of its members to act as secretary, and the parties to the dispute shall receive notice of a time and place of hearing; the chairman shall have power to administer oaths and to issue subpoenas for the production of books and papers, and for the attendance of witnesses, to the same extent that such power is possessed by the courts of records or the judges thereof in this state; the board may make and enforce the rules for its government and transaction of the business before it and fix its sessions and adjournments, and shall hear and examine such witnesses as may be brought before the board, and such other proof as may be given relative to the matters in dispute.

4. *And be it enacted*, That after the matter has been fully heard, the said board or a majority of its members shall within ten days render a decision thereon, in writing, signed by them,

giving such details as will clearly show the nature of the decision and the matters adjudicated and determined; such adjudication and determination shall be a settlement of the matter referred to said arbitrators, unless an appeal is taken therefrom as hereinafter provided; the adjudication and determination shall be in duplicate, one copy of which shall be filed in the office of the clerk of the county, and the other transmitted to the secretary of the state board of arbitration hereinafter mentioned, together with the testimony taken before said board.

5. *And be it enacted*, That when the said board shall have rendered its adjudication and determination its powers shall cease, unless there may be in existence at the time other similar grievances or disputes between the same classes of persons mentioned in section one, and in such case such persons may submit their differences to the said board, which shall have power to act and adjudicate and determine the same as fully as if said board was originally created for the settlement of such other difference or differences.

6. *And be it enacted*, That within thirty days after the passage of this act the governor shall appoint a state board of arbitration, to consist of three competent persons, each of whom shall hold his office for the term of five years; one of said persons shall be selected from a bona fide labor organization of this state. If any vacancy happens, by resignation or otherwise, the governor shall, in the same manner, appoint an arbitrator for the residue of the term; said board shall have a secretary, who shall be appointed by and hold office during the pleasure of the board, and whose duty shall be to keep a full and faithful record of the proceedings of the board and also possession of all documents and testimony forwarded by the local boards of arbitration, and perform such other duties as the said board may prescribe; he shall have power, under the direction of the board, to issue subpoenas, to administer oaths in all cases before said board, to call for and examine books, papers and documents of any parties to the controversy, with the same authority to enforce their production as is possessed by the courts of record, or the judges thereof, in this state; said arbitrators of said state board and the clerk thereof shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same; an office

shall be set apart in the capitol by the person having charge thereof, for the proper and convenient transaction of the business of said board.

7. *And be it enacted*, That an appeal may be taken from the decision of any local board of arbitration within ten days after the filing of its adjudication and determination of any case; it shall be the duty of the said state board of arbitration to hear and consider appeals from the decisions of local boards and promptly to proceed to the investigation of such cases, and the adjudication and determination of said board thereon shall be final and conclusive in the premises upon all parties to the arbitration; such adjudications and determinations shall be in writing, and a copy thereof shall be furnished to each party; any two of the state board of arbitrators shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the state; examinations or investigations ordered by the state board may be held and taken by and before any one of their number if so directed; but the proceedings and decision of any single arbitrator shall not be deemed conclusive until approved by the board or a majority thereof; each arbitrator shall have power to administer oaths.

8. *And be it enacted*, That whenever any grievance or dispute of any nature shall arise between any employer and his employees, it shall be lawful for the parties to submit the same directly to said state board in the first instance, in case such parties elect to do so, and shall jointly notify said board or its clerk, in writing, of such election; whenever such notification to said board or its clerk is given, it shall be the duty of said board to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of grievance or dispute; the parties to the grievance or dispute shall thereupon submit to said board, in writing, succinctly, clearly and in detail, their grievances and complaints, and the cause or causes thereof, and severally agree, in writing, to submit to the decision of said board as to matters so submitted, and a promise or agreement to continue on in business or at work, without a lockout or strike until the decision of said board, provided it shall be rendered within ten days after the completion of the investigation; the board shall thereupon proceed to fully investigate and inquire into the matters in controversy, and to take testimony under oath in relation thereto,

and shall have power by its chairman or clerk, to administer oaths, to issue subpoenas for the attendance of witnesses, the production of books and papers, to the same extent as such power is possessed by courts of record, or the judges thereof, in this State.

9. *And be it enacted*, That after the matter has been fully heard, the said board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by them or a majority of them, stating such details as will clearly show the nature of the decision, and the points disposed of by them; the decision shall be in triplicate, one copy of which shall be filed by the clerk of the board in the clerk's office of the county where the controversy arose, and one copy shall be served on each of the parties to the controversy.

10. *And be it enacted*, That whenever a strike or lockout shall occur or is seriously threatened in any part of the state, and shall come to the knowledge of the board, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lockout and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such controversy; and, if in its judgment it is deemed best, to inquire into the cause of the controversy, and to that end the board is hereby authorized to subpoena witnesses, compel their attendance, and send for persons and papers, in like manner and with the same powers as it is authorized to do by section eight of this act.

11. *And be it enacted*, That the fees of witnesses of aforesaid state board shall be fifty cents for each day's attendance and four cents per mile traveled by the nearest route in getting to or returning from the place where attendance is required by the board; all subpoenas shall be signed by the secretary of the board and may be served by any person of full age, authorized by the board to serve the same.

12. *And be it enacted*, That said board shall annually report to the legislature, and shall include in their report such statements, facts and explanations as will disclose the actual working of the board, and such suggestions with regard to legislation as may seem to them conducive to harmonizing the relations of and disputes between employers and employees, and the improvement of the present system of production by labor.

13. *And be it enacted*, That each arbitrator of the state board and the secretary thereof shall receive ten dollars for each and every day actually employed in the performance of his duties herein and actual expenses incurred, including such rates of mileage as are now provided by law, payable by the state treasurer on duly approved vouchers.

14. *And be it enacted*, That whenever the term "employer" or "employers" is used in this act it shall be held to include "firm," "joint stock association," "company," "corporation," or "individual and individuals," as fully as if each of said terms was expressed in each place.

15. *And be it enacted*, That this act shall take effect immediately. [Approved March 24, 1892. P. L., Chap. 137.

A Supplement to an act entitled "An act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employees, and to authorize the creation of a state board of arbitration," approved March twenty-fourth, eighteen hundred and ninety-two, and to end the term of office of any person or persons appointed under this act.

1. BE IT ENACTED by the Senate and General Assembly of the State of New Jersey, That Samuel S. Sherwood, William M. Doughty, James Martin, Charles A. Houston, Joseph L. Moore be and they are hereby constituted a board of arbitration, each to serve for the term of three years from the approval of this supplement, and that each arbitrator herein named shall receive an annual salary of twelve hundred dollars per annum, in lieu of all fees, per diem compensation and mileage, and one of said arbitrators shall be chosen by said arbitrators as the secretary of said board, and he shall receive an additional compensation of two hundred dollars per annum, the salaries herein stated to be payable out of moneys in the state treasury not otherwise appropriated.

2. *And be it enacted*, That in case of death, resignation or incapacity of any member of the board, the governor shall appoint, by and with the advice and consent of the senate, an arbitrator to fill the unexpired term of such arbitrator or arbitrators so dying, resigning or becoming incapacitated.

3. *And be it enacted*, That the term of office of the arbitra-

tors now acting as a board of arbitrators, shall, upon the passage of this supplement, cease and terminate, and the persons named in this supplement as the board of arbitrators shall immediately succeed to and become vested with all the powers and duties of the board of arbitrators now acting under the provisions of the act of which this act is a supplement.

4. *And be it enacted*, That after the expiration of the terms of office of the persons named in this supplement, the governor shall appoint by and with the advice and consent of the senate their successors for the length of term and at the salary named in the first section of this supplement.

5. *And be it enacted*, That this act shall take effect immediately. [*Approved March 25, 1895. P. L., Chap. 341.*]

OHIO.

On March 14, 1893, Ohio adopted a law providing for a State board of arbitration. The statute, as amended May 21, 1894, and April 27, 1896, is as follows:—

An Act to provide for a state board of arbitration for the settlement of differences between employers and their employes and to repeal an act entitled "An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration, to adjust industrial disputes between employers and employes," passed Feb. 10, 1885.

SECTION 1. *Be it enacted by the General Assembly of the State of Ohio*, That within thirty days after the passage of this act, the governor of the state, with the advice and consent of the senate, shall appoint three competent persons to serve as a state board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be an employe or an employee selected from some labor organization and not an employer of labor, and the third shall be appointed upon the recommendation of the other two; provided, however, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall be appointed by the governor; and provided, also, that appointments made when the senate is not in session may be confirmed at the next ensuing session.

SECTION 2. One shall be appointed for one year, one for two years, and one for three years, and all appointments thereafter shall be for three years or until their respective successors are appointed in the manner above provided. If, for any reason a vacancy occurs at any time, the governor shall, in the same manner, appoint some person to serve out the unexpired term, and he may remove any member of said board.

SECTION 3. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall organize at once by the choice of one of their number as chairman, and one of their number as secretary. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor.

SECTION 4. Whenever any controversy or difference not involving questions which may be the subject of a suit or action in any court of the state exists between an employer (whether an individual, copartnership or corporation) and his employes, if, at the time he employs not less than twenty-five persons in the same general line of business in this state, the board shall, upon application as hereinafter provided and as soon as practical thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come, or be subpoenaed before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute. The term employer in this act includes several employers co-operating with respect to any such controversy or difference, and the term employes includes aggregations of employes of several employers so co-operating. And where any strike or lock-out extends to several counties, the expenses incurred under this act are not payable out of the state treasury, shall be apportioned among and paid by such counties as said board may deem equitable and may direct.

SECTION 5. Such mediation having failed to bring about an adjustment of the said differences, the board shall immediately make out a written decision thereon. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or county where said business is carried on.

SECTION 6. Said application for arbitration and conciliation to said board can be made by either or both parties to the controversy ; and shall be signed in the respective instances by said employer or by a majority of his employes in the department of the business in which the controversy or difference exists, or the duly authorized agent of either or both parties. When an application is signed by an agent claiming to represent a majority of such employes, the board shall satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said board.

SECTION 7. Said application shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work in the same manner as at the time of the application, without any lock-out or strike, until the decision of said board, if it shall be made within ten days of the date of filing said application ; provided, a joint application may contain a stipulation that the decision of the board under such joint application shall be binding upon the parties to the extent so stipulated, and such decision to such extent may be made and enforced as a rule of court in the court of common pleas of the county from which such joint application comes, as upon a statutory award.

SECTION 8. As soon as may be, after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing therein, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further therein without the written consent of the adverse party.

SECTION 9. The board shall have power to subpoena as witnesses any operative in the department of business affected, or other persons shown by affidavit, on belief, or otherwise, to have knowledge of the matters in controversy or dispute, and any who keeps the records of wages earned in such departments, and

examine them under oath touching such matters, and to require the production of books or papers containing the record of wages earned or paid. Subpoenas may be signed and oaths administered by any member of the board. A subpoena or any notice may be delivered or sent to any sheriff, constable or police officer, who shall forthwith serve or post the same, as the case may be, and make due return thereof according to directions, and for such service he shall receive the fees allowed by law in similar cases, payable from the treasurer of the county wherein the controversy to be arbitrated exists, upon the warrant of the county auditor, issued on the certificate of the board that such fees are correct and due. And the board shall have the same power and authority to maintain and enforce order at its hearings and obedience to its writs of subpoena as by law conferred on the court of common pleas for like purposes.

SECTION 10. The parties to any controversy or difference, as described in section 4 of this act, may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employes or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board.

SECTION 11. Such local board of arbitration shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of said board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or county in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board.

SECTION 12. Each of such arbitrators of such a local board shall be entitled to receive from the treasury of the city or county in which the controversy or difference, that is the subject of the arbitrators exists, if such payment is approved in writing by the city council or the administrative board of such city or board of county commissioners of such county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

SECTION 13. Whenever it is made to appear to a mayor or probate judge in this state that a strike or lockout is seriously threatened, or has actually occurred, in his vicinity, he shall at once notify the state board of the fact, giving the name and location of the employer, the nature of the trouble, and the number of employes involved, so far as his information will enable him to do so. Whenever it shall come to the knowledge of the state board, either by such notice or otherwise, that a strike or lockout is seriously threatened, or has actually occurred, in this state, involving an employer and his present or past employes, if at the time he is employing, or, up to the occurrence of the strike or lockout, was employing not less than twenty-five persons in the same general line of business in the state, it shall be the duty of the state board to put itself in communication, as soon as may be, with such employer and employes.

SECTION 14. It shall be the duty of the state board in the above described cases to endeavor, by mediation or conciliation, to effect an amicable settlement between them, or, if that seems impracticable, to endeavor to persuade them to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said board may, if it deem it advisable, investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section 9 of this act; provided, if neither a settlement nor an arbitration be had because of the opposition thereto of one party to the controversy, such investigation and publication shall, at the request of the other party, be had. And the expense of any publication under this act shall be certified and paid as provided therein for payment of fees.

SECTION 15. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall state in writing the amount of his travel and attendance, and said state board shall certify the amount due each

witness to the auditor of the county in which the controversy or difference exists, who shall issue his warrant upon the treasury of said county for the said amount.

SECTION 16. The said state board shall make a yearly report to the governor and legislature, and shall include therein such statements, facts and explanations as will disclose the actual workings of the board, and such suggestions as to legislation as may seem to the members of the board conducive to the friendly relations of, and to the speedy and satisfactory adjustment of disputes between employers and employees.

SECTION 17. The members of said board of arbitration and conciliation hereby created shall each be paid five dollars a day for each day of actual service, and their necessary traveling and other expenses. The chairman of the board shall, quarterly, certify the amount due each member and on presentation of his certificate the auditor of state shall draw his warrant on the treasury of the state for the amount. When the state board meets at the capitol of the state, the adjutant general shall provide rooms suitable for such meeting.

SECTION 18. That an act entitled "An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration to adjust industrial disputes between employers and employes," of the Revised Statutes of the state, passed February 10, 1895, is hereby repealed.

SECTION 19. This act shall take effect and be in force from and after its passage.

LOUISIANA.

[No. 139.]

An Act to provide for a State Board of Arbitration for the settlement of differences between employers and employees.

SECTION 1. Be it enacted by the General Assembly of the State of Louisiana, that within thirty days after the passage of this act, the Governor of the State, with the advice and consent of the Senate, shall appoint five competent persons to serve as a Board of Arbitration and Conciliation in the manner hereinafter provided. Two of them shall be employers, selected or recommended by some association or Board representing em-

ployers of labor; two of them shall be employees, selected or recommended by the various labor organizations, and not an employer of labor, and the fifth shall be appointed upon the recommendation of the other four; provided however, that if the four appointed do not agree on the fifth man at the expiration of thirty days, he shall be appointed by the Governor; provided, also, that if the employers or employees fail to make their recommendation as herein provided within thirty days, then the Governor shall make said appointments in accordance with the spirit and intent of this Act; said appointments, if made when the Senate is not in session, may be confirmed at the next ensuing session.

SEC. 2. Two shall be appointed for two years, two for three years, and one, the fifth member, for four years, and all appointments thereafter shall be for four years, or until their successors are appointed in the manner above provided. If, for any reason, a vacancy occurs at any time, the Governor shall in the same manner appoint some person to serve out the unexpired term.

SEC. 3. Each member of said Board shall before entering upon the duties of his office, be sworn to the faithful discharge thereof. They shall organize at once by the choice of one of their number as chairman and one of their number as secretary. The Board shall, as soon as possible after its organization, establish rules of procedure.

SEC. 4. Whenever any controversy or difference not involving questions which may be the subject of a suit or action in any court of the State, exists between an employer, whether an individual, copartnership or corporation, and his employees, if at the time he employs not less than twenty persons in the same general line of business in any city or parish of this State, the board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, and advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute.

SEC. 5. Such mediation having failed to bring about an adjustment of the said differences, the Board shall immediately make out a written decision thereon. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement

thereof published in the annual report hereinafter provided for, and the said Board shall cause a copy thereof to be filed with the clerk of the court of the city or parish where said business is carried on.

SEC. 6. Said application for arbitration and conciliation to said Board can be made by either or both parties to the controversy, and shall be signed in the respective instances by said employer or by a majority of the employees in the department of the business in which the controversy or difference exists, or the duly authorized agent of either or both parties. When an application is signed by an agent claiming to represent a majority of such employees, the Board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving authority shall be kept secret by said board.

SEC. 7. Said application shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work in the same manner as at the time of the application without any lockout or strike until the decision of said Board, if it shall be made within ten days of the date of filing said application.

SEC. 8. As soon as may be after the receipt of said application, the secretary of said Board shall cause public notice to be given of the time and place for the hearing therein, but public notice need not be given when both parties join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the Board may order, and the Board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the Board shall proceed no further therein until said petitioner or petitioners have complied with every order and requirement of the Board.

SEC. 9. The Board shall have power to summon as witnesses any operative in the department of the business affected, and any person who keeps the records of wages earned in those departments, and examine them under oath, and to require the production of books and papers containing the record of wages earned or paid. Summons may be signed and oaths administered by any member of the Board. The Board shall have the

right to compel the attendance of witnesses or the production of papers.

SEC. 10. Whenever it is made to appear to the Mayor of a city or the judge of any District Court in any parish, other than the parish of Orleans, that a strike or lockout is seriously threatened or actually occurs, the Mayor of such city or judge of the District Court of such parish shall at once notify the State Board of the fact. Whenever it shall come to the knowledge of the State Board, either by the notice of the Mayor of a city or the judge of the District Court of the parish, as provided in the preceding part of this section, or otherwise, that a lockout or strike is seriously threatened, or has actually occurred, in any city or parish of this State, involving an employer and his present or past employees, if at the time he is employing, or up to the occurrence of a strike or lockout was employing not less than twenty persons in the same general line of business in any city or parish in the State, it shall be the duty of the State Board to put itself in communication as soon as may be with such employer and employees.

SEC. 11. It shall be the duty of the State Board in the above-described cases to endeavor, by mediation or conciliation, to effect an amicable settlement between them, and to endeavor to persuade them, provided a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to the State Board of Arbitration and Conciliation; and the State Board shall, whether the same be mutually submitted to them or not, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and shall make and publish a report finding such cause or causes and assigning such responsibility or blame. The Board shall have the same powers for the foregoing purposes as are given it by Section 9 of this act.

SEC. 12. The said State Board shall make a biennial report to the Governor and Legislature, and shall include therein such statements, facts and explanations as will disclose the actual workings of the Board, and such suggestions as to legislation as may seem to the members of the board conducive to the relations of and disputes between employers and employees.

SEC. 13. The members of said State Board of Arbitration and Conciliation, hereby created, shall each be paid five dollars a

day for each day of actual service, and their necessary traveling and other expenses. The chairman of the Board shall quarterly certify the amount due each member, and, on presentation of his certificate the Auditor of the State shall draw his warrant on the Treasury of the State for the amount.

SEC. 14. This act shall take effect and be in force from and after its passage. [*Approved July 12, 1894.*]

WISCONSIN.

[CHAPTER 364.]

An Act to provide for a state board of arbitration and conciliation for the settlement of differences between employers and their employees.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows :

SECTION 1. The governor of the state shall within sixty days after the passage and publication of this act appoint three competent persons in the manner hereinafter provided, to serve as a state board of arbitration and conciliation. One of such board shall be an employer, or selected from some association representing employers of labor; one shall be selected from some labor organization and not an employer of labor; and the third shall be appointed upon the recommendation of the other two; provided, however, that if the two appointed by the governor as herein provided do not agree upon the third member of such board at the expiration of thirty days, the governor shall appoint such third member. The members of said board shall hold office for the term of two years and until their successors are appointed. If a vacancy occurs at any time the governor shall appoint a member of such board to serve out the unexpired term, and he may remove any member of said board. Each member of such board shall before entering upon the duties of his office be sworn to support the constitution of the United States, the constitution of the state of Wisconsin, and to faithfully discharge the duties of his office. Said board shall at once organize by the choice of one of their number as chairman and another as secretary.

SECTION 2. Said board shall as soon as possible after its organization establish such rules of procedure as shall be approved by the governor and attorney-general.

SECTION 3. Whenever any controversy or difference not the subject of litigation in the courts of this state exists between an employer, whether an individual, co-partnership or corporation, and his employes, if at the time he employs not less than twenty-five persons in the same general line of business in any city, village or town in this state, said board shall upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, (if anything,) should be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be published in two or more newspapers published in the locality of such dispute, shall be recorded upon proper books of record to be kept by the secretary of said board, and a succinct statement thereof published in the annual report hereinafter provided for, and said board shall cause a copy of such decision to be filed with the clerk of the city, village or town where said business is carried on.

SECTION 4. Said application shall be signed by said employer, or by a majority of his employes in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of and a promise and agreement to continue in business or at work without any lockout or strike until the decision of said board; provided, however, that said board shall render its decision within thirty days after the date of filing such application. As soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given of the time and place for the hearing thereof; but public notice need not be given when both parties to the controversy join in the application and request in writing that no public notice be given. When notice has been given as aforesaid the board may in its discretion appoint two expert assistants to the board, one to be nominated by each of the parties to the controversy; provided, that nothing in this act shall be construed to prevent the board from appointing such other additional expert assistants as they may deem necessary. Such expert assistants shall be sworn to the faithful discharge of their duty, such oath to

be administered by any member of the board. Should the petitioner, or petitioners, fail to perform the promise and agreement made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have power to subpoena as witnesses any operative in the departments of business affected by the matter in controversy, and any person who keeps the records of wages earned in such departments and to examine them under oath, and to require the production of books containing the record of wages paid. Subpoenas may be signed and oaths administered by any member of the board.

SECTION 5. The decision of the board herein provided for shall be open to public inspection, shall be published in a biennial report to be made to the governor of the state with such recommendations as the board may deem proper, and shall be printed and distributed according to the provisions governing the printing and distributing of other state reports.

SECTION 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by such decision from and after the expiration of sixty days from the date of said notice. Said notice may be given by serving the same upon the employer or his representative, and by serving the same upon the employees by posting the same in three conspicuous places in the shop, factory, yard or upon the premises where they work.

SECTION 7. The parties to any controversy or difference as described in section 3 of this act may submit the matters in dispute in writing to a local board of arbitration and conciliation; said board may either be mutually agreed upon or the employer may designate one of such arbitrators, the employees or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of such local board; such board shall in respect to the matters referred to it have and exercise all the powers which the state board might have and exercise, and its decision shall have such binding effect as may be agreed upon by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. Such local board shall render its de-

cision in writing within ten days after the close of any hearing held by it, and shall file a copy thereof with the secretary of the state board. Each of such local arbitrators shall be entitled to receive from the treasurer of the city, village or town in which the controversy or difference that is the subject of arbitration exists, if such payment is approved in writing by the mayor of such city, the board of trustees of such village, or the town board of such town, the sum of three dollars for each day of actual service not exceeding ten days for any one arbitration.

SECTION 8. Whenever it is made to appear to the mayor of a city, the village board of a village, or the town board of a town, that a strike or lockout such as is described in section 9, of this act, is seriously threatened or actually occurs, the mayor of such city, or the village board of such village, or the town board of such town, shall at once notify the state board of such facts, together with such information as may be available.

SECTION 9. Whenever it shall come to the knowledge of the state board by notice as herein provided, or otherwise, that a strike or lockout is seriously threatened, or has actually occurred, which threatens to or does involve the business interests of any city, village or town of this state, it shall be the duty of the state board to investigate the same as soon as may be and endeavor by mediation to effect an amicable settlement between employers and employes, and endeavor to persuade them, provided a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation as herein provided for, or to the state board. Said state board may if it deems advisable investigate the cause or causes of such controversy, ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes and assigning such responsibility or blame.

SECTION 10. Witnesses subpoenaed by the state board shall be allowed for their attendance and travel the same fees as are allowed to witnesses in the circuit courts of this state. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him upon approval by the board shall be paid out of the state treasury.

SECTION 11. The members of the state board shall receive the actual and necessary expenses incurred by them in the per-

formance of their duties under this act, and the further sum of five dollars a day each for the number of days actually and necessarily spent by them, the same to be paid out of the state treasury.

SECTION 12. The act shall take effect and be in force from and after its passage and publication. [*Approved April 19, 1895. Published May 3, 1895.*]

MINNESOTA.

[CHAPTER 170.]

An Act to provide for the settlement of differences between employers and employes, and to authorize the creation of boards of arbitration and conciliation, and to appropriate money for the maintenance thereof.

Be it enacted by the Legislature of the State of Minnesota :

SECTION 1. That within thirty (30) days after the passage of this act the governor shall, by and with the advice and consent of the senate, appoint a state board of arbitration and conciliation, consisting of three competent persons, who shall hold office until their successors are appointed. On the first Monday in January, 1897 and thereafter biennially, the governor, by and with like advice and consent, shall appoint said board, who shall be constituted as follows; One of them shall be an employer of labor, one of them shall be a member selected from some bona fide trade union and not an employer of labor, and who may be chosen from a list submitted by one or more trade and labor assemblies in the State, and the third shall be appointed upon the recommendation of the other two as hereinafter provided, and shall be neither an employe, or an employer of skilled labor; *provided* — however, that if the two first appointed do not agree in nominating one or more persons to act as the third member before the expiration of ten (10) days, the appointment shall then be made by the governor without such recommendation. Should a vacancy occur at any time, the governor shall in the same manner appoint some one having the same qualifications to serve out the unexpired term, and he may also remove any member of said board.

SEC. 2. The said board shall, as soon as possible after their appointment, organize by electing one of their members as

president and another as secretary, and establish, subject to the approval of the governor, such rules of procedure as may seem advisable.

SEC. 3. That whenever any controversy or difference arises, relating to the conditions of employment or rates of wages between any employer, whether an individual, a copartnership or corporation, and whether resident or non-resident, and his or their employes, if at the time he or it employs not less than ten (10) persons in the same general line of business in any city or town in this state, the board shall, upon application, as hereinafter provided, as soon as practicable thereafter, visit the locality of the dispute and make a careful inquiry into the causes thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be submitted to by either or both to adjust said dispute, and within ten days after said inquiry make a written decision thereon. This decision shall at once be made public and a short statement thereof published in a biennial report hereinafter provided for, and the said board shall also cause a copy of said decision to be filed with the clerk of the district court of the county where said business is carried on.

SEC. 4. That said application shall be signed by said employer or by a majority of his employes in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievance alleged, and shall be verified by at least one of the signers. When an application is signed by an agent claiming to represent a majority of such employes, the board shall, before proceeding further, satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said board. Within three days after the receipt of said application the secretary of said board shall cause public notice to be given of the time and place where said hearing shall be held. But public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made notice shall be given to the parties interested in such manner as the board may order; and the board may at any stage of the proceedings cause public notice to be given notwithstanding such request.

SEC. 5. The said board shall have power to summon as witnesses any clerk, agent or employe in the departments of the business who keeps the records of wages earned in those departments, and require the production of books containing the records of wages paid. Summons may be signed and oaths administered by any member of the board. Witnesses summoned before the board shall be paid by the board the same witness fees as witnesses before a district court.

SEC. 6. That upon the receipt of an application, after notice has been given as aforesaid, the board shall proceed as before provided, and render a written decision which shall be open to public inspection, and shall be recorded upon the records of the board and published at the discretion of the same in a biennial report which shall be made to the legislature on or before the first Monday in January of each year in which the legislature is in regular session.

SEC. 7. In all cases where the application is mutual, the decision shall provide that the same shall be binding upon the parties concerned in said controversy or dispute for six months, or until sixty days after either party has given the other notice in writing of his or their intention not to be bound by the same. Such notice may be given to said employes by posting the same in three conspicuous places in the shop, factory or place of employment.

SEC. 8. Whenever it shall come to the knowledge of said board, either by notice from the mayor of a city, the county commissioners, the president of a chamber of commerce or other representative body, the president of the central labor council or assembly, or any five reputable citizens, or otherwise, that what is commonly known as a strike or lockout is seriously threatened or has actually occurred, in any city or town of the state, involving an employer and his or its present or past employes, if at the time such employer is employing, or up to the occurrence of the strike or lockout was employing, not less than ten persons in the same general line of business in any city or town in this State, and said board shall be satisfied that such information is correct, it shall be the duty of said board, within three days thereafter, to put themselves in communication with such employer and employes and endeavor by mediation to effect an amicable settlement between them, or to persuade them to submit the matter in dispute to a local board of arbitration and concilia-

tion, as hereinafter provided, or to said state board, and the said State board may investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible for the continuance of the same, and may make and publish a report assigning such responsibility. The said board shall have the same powers for the foregoing purposes as are given them by sections three and four of this act.

SEC. 9. The parties to any controversy or difference, as specified in this act, may submit the matter in dispute in writing to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbiters, the employes or their duly authorized agent another, and the two arbiters so designated may choose a third, who shall also be chairman of the board. Each arbiter so selected shall sign a consent to act as such, and shall take and subscribe an oath before an officer authorized to administer oaths to faithfully and impartially discharge his duty as such arbiter, which consent and oath shall be filed in the office of the clerk of the district court of the county where such dispute arises. Such board shall, in respect to the matters submitted to them, have and exercise all the powers which the state board might have and exercise, and their decisions shall have whatever binding effect may be agreed to by the parties to the controversy in the written submission. Vacancies in such local boards may be filled in the same manner as the regular appointments are made. It shall be the duty of said state board to aid and assist in the formation of such local boards throughout the state in advance of any strike or lockout, whenever and wherever in their judgment the formation of such local boards will have a tendency to prevent or allay the occurrence thereof. The jurisdiction of such local boards shall be exclusive in respect to the matters submitted to them; but they may ask and receive the advice and assistance of the state board. The decisions of such local boards shall be rendered within ten days after the close of any hearing held before them; such decision shall at once be filed with the clerk of the district court of the county in which such controversy arose, and a copy thereof shall be forwarded to the state board.

SEC. 10. Each member of said State board shall receive as compensation five (\$5) dollars a day, including mileage, for each and every day actually employed in the performance of the duties provided for by this act; such compensation shall be

paid by the state treasurer on duly detailed vouchers approved by said board and by the governor.

SEC. 11. The said board, in their biennial reports to the legislature, shall include such statements, facts and explanations as will disclose the actual workings of the board and such suggestions with regard to legislation as may seem to them conducive to harmonizing the relations of and the disputes between employers and employes ; and the improvement of the present relations between labor and capital. Such biennial reports of the board shall be printed in the same manner and under the same regulations as the reports of the executive officers of the state.

SEC. 12. There is hereby annually appropriated out of any money in the state treasury not otherwise appropriated the sum of two thousand dollars, or so much thereof as may be necessary for the purposes of carrying out the provisions of this act.

SEC. 13. All acts and parts of acts inconsistent with this act are hereby repealed.

SEC. 14. This act shall take effect and be in force from and after its passage. [*Approved April 25, 1895.*]

CONNECTICUT.

[CHAPTER CCXXXIX.]

An Act creating a State Board of Mediation and Arbitration.

Be it enacted by the Senate and House of Representatives in General Assembly convened :

SECTION 1. During each biennial session of the general assembly, the governor shall, with the advice and consent of the senate, appoint a state board of mediation and arbitration, to consist of three competent persons, each of whom shall hold his office for the term of two years. One of said persons shall be selected from the party which at the last general election cast the greatest number of votes for governor of this state, and one of said persons shall be selected from the party which at the last general election cast the next greatest number of votes for governor of this state, and the other of said persons shall be selected from a *bona fide* labor organization of this state. Said board shall select one of its number to act as clerk or secretary, whose duty it shall be to keep a full and faithful record of the proceedings of the board, and also to keep

and preserve all documents and testimony submitted to said board; he shall have power under the direction of the Board, to issue subpoenas, and to administer oaths in all cases before said board, and to call for and examine the books, papers and documents of the parties to such cases. Said arbitrators shall take and subscribe to the constitutional oath of office before entering upon the discharge of their duties.

SEC. 2. Whenever any grievance or dispute of any nature shall arise between any employer and his employes, it shall be lawful for the parties to submit the same directly to the state board of mediation and arbitration, in case such parties elect to do so, and shall notify said board, or its clerk, in writing, of such election. Whenever such notification to said board or its clerk is given, it shall be the duty of said board to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of the grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said board, in writing, succinctly, clearly, and in detail, their grievances and complaints, and the cause or causes thereof, and severally promise and agree to continue in business, or at work, without a strike or lockout, until the decision of said board is rendered; *provided*, it shall be rendered within ten days after the completion of the investigation. The board shall thereupon proceed fully to investigate and inquire into the matters in controversy, and to take testimony under oath in relation thereto, and shall have power, by its chairman or clerk, to administer oaths, to issue subpoenas for the attendance of witnesses, and the production of books and papers.

SEC. 3. After a matter has been fully heard, the said board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by the members of the board, or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by said board. The decision shall be in triplicate, one copy of which shall be filed by the clerk of the board in the office of the town or city clerk in the town where the controversy arose, and one copy shall be served on each of the parties to the controversy.

SEC. 4. Whenever a strike or lockout shall occur, or is seriously threatened in any part of the state, and shall come to the knowledge of the board, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of

such strike or lockout and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such strike or lockout; and, if in the judgment of said board it is best, it shall inquire into the cause or causes of the controversy, and to that end the board is hereby authorized to subpoena witnesses, and send for persons and papers.

SEC. 5. Said board shall, on or before the first day of December in each year, make a report to the Governor, and shall include therein such statements, facts, and explanations as will disclose the actual working of the board, and such suggestions as to legislation as may seem to it conducive to harmony in the relations between employers and employed, and to the improvement of the present system of production.

SEC. 6. Whenever the term "employer" or "employers" is used in this act it shall be held to include "firm," "joint-stock association," "company" or "corporation," as fully as if each of the last-named terms was expressed in each place.

SEC. 7. The members of the board shall receive as compensation for actual services rendered under this act, the sum of five dollars per day and expenses, upon presentation of their voucher to the comptroller, approved by the governor.

SEC. 8. This act shall take effect from its passage. [*Approved June 28, 1895.*]

ILLINOIS.

The act approved August 2, 1895, as amended by the acts approved April 12, 1899; July 1, 1901; and May 15, 1903, is as follows:—

An Act to create a State Board of Arbitration for the investigation or settlement of differences between employers and their employes, and to define the powers and duties of said board.

SECTION 1. *Be it enacted by the People of the State of Illinois represented in the General Assembly:* As soon as this act shall take effect the Governor, by and with the advice and consent of the Senate, shall appoint three persons, not more than two of whom shall belong to the same political party, who shall be styled

a State "Board of Arbitration," to serve as a State Board of Arbitration and Conciliation; one and only one of whom shall be an employer of labor, and only one of whom shall be an employé and shall be selected from some labor organization. They shall hold office until March 1, 1897, or until their successors are appointed, but said board shall have no power to act as such until they and each of them are confirmed by the Senate. On the first day of March, 1897, the Governor, with the advice and consent of the Senate, shall appoint three persons as members of said board in the manner above provided, one to serve for one year, one for two years and one for three years, or until their respective successors are appointed, and on the first day of March in each year thereafter the Governor shall in the same manner appoint one member of said board to succeed the member whose term expires, and to serve for the term of three years, or until his successor is appointed. If a vacancy occurs at any time, the Governor shall in the same manner appoint some one to serve out the unexpired term. Each member of said board shall, before entering upon the duties of his office, be sworn to the faithful discharge thereof. The board shall at once organize by the choice of one of their number as chairman, and they shall, as soon as possible after such organization, establish suitable rules of procedure. The board shall have power to select and remove a secretary, who shall be a stenographer, and whose salary shall be \$2,500 per annum, payable out of the State treasury, upon the warrant of the Auditor of Public Accounts, from any money not otherwise appropriated; said secretary to receive also his necessary traveling and other expenses, to be paid from the State treasury on bills of particulars to be approved by the chairman of the board and the Governor.

§ 2. When any controversy or difference not involving questions which may be the subject of an action at law or a bill in equity, exists between an employer, whether an individual, copartnership or corporation, employing not less than twenty-five persons, and his employés in this State, the board shall, upon application as herein provided, and as soon as practicable thereafter, visit the locality of the dispute and make a careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to

by both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the board shall cause a copy thereof to be filed with the clerk of the city, town or village where said business is carried on.

§ 3. Said application shall be signed by said employer or by a majority of his employes in the department of the business in which the controversy or difference exists, or by both parties, and shall contain a concise statement of the grievances complained of and a promise to continue on in business or at work without any lockout or strike until the decision of said board, if it shall be made within three weeks of the date of filing said application. As soon as may be after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing thereon, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. The board in all cases shall have power to summon as witness any operative, or expert in the departments of business affected and any person who keeps the records of wages earned in those departments, or any other person, and to examine them under oath, and to require the production of books containing the record of wages paid, and such other books and papers as may be deemed necessary to a full and fair investigation of the matter in controversy. The board shall have power to issue subpoenas, and oaths may be administered by the chairman of the board. If any person, having been served with a subpoena or other process issued by such board, shall wilfully fail or refuse to obey the same, or to answer such question as may be proposed touching the subject matter of the inquiry or investigation, it shall be the duty of the circuit court or the county court of the county in which the hearing is being conducted, or of the judge

thereof, if in vacation, upon application by such board, duly attested by the chairman and secretary thereof, to issue an attachment for such witness and compel him to appear before such board and give his testimony or to produce such books and papers as may be lawfully required by said board; and the said court, or the judge thereof, shall have power to punish for contempt, as in other cases of refusal to obey the process and order of such court.

§ 4. Upon the receipt of such application, and after such notice, the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board and published at the discretion of the same in an annual report to be made to the Governor before the first day of March in each year.

§ 5. Said decision shall be binding upon the parties who join in said application for six months or until either party has given the other notice in writing of his or their intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employes by posting in three conspicuous places in the shop or factory where they work.

§ 5a. In the event of a failure to abide by the decision of said board in any case in which both employer and employes shall have joined in the application, any person or persons aggrieved thereby may file with the clerk of the circuit court or the county court of the county in which the offending party resides, or in the case of an employer in the county in which the place of employment is located, a duly authenticated copy of said decision, accompanied by a verified petition reciting the fact that such decision has not been complied with and stating by whom and in what respects it has been disregarded. Thereupon the circuit court or the county court (as the case may be) or the judge thereof, if in vacation, shall grant a rule against the party or parties so charged to show cause within ten days why such decision has not been complied with, which shall be served by sheriff as other process. Upon return made to the rule, the court, or the judge thereof if in vacation, shall hear and determine the question presented, and to secure a compliance with such decision, may punish the offending party or par-

ties for contempt, but such punishment shall in no case extend to imprisonment.

§ 5b. Whenever two or more employers engaged in the same general line of business, employ in the aggregate not less than twenty-five persons, and having a common difference with their employes, shall, coöperating together, make application for arbitration, or whenever such application shall be made by the employes of two or more employers engaged in the same general line of business, such employes being not less than twenty-five in number, and having a common difference with their employers, or whenever the application shall be made jointly by the employers and employes in such a case, the board shall have the same powers and proceed in the same manner as if the application had been made by one employer, or by the employes of one employer, or by both.

§ 6. Whenever it shall come to the knowledge of the State board that a strike or lockout is seriously threatened in the State, involving an employer and his employes, if he is employing not less than twenty-five persons, it shall be the duty of the State board to put itself in communication as soon as may be, with such employer or employes, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them to submit the matters in dispute to the State board.

§ 6a. It shall be the duty of the mayor of every city, and president of every incorporated town or village, whenever a strike or lockout involving more than twenty-five employes shall be threatened or has actually occurred within or near such city, incorporated town or village, to immediately communicate the fact to the state board of arbitration stating the name or names of the employer or employers and of one or more employes, with their postoffice address, the nature of the controversy or difference existing, the number of employes involved and such other information as may be required by the said board. It shall be the duty of the president or chief executive officer of every labor organization, in case of a strike or lockout, actual or threatened, involving the members of the organization of which he is an officer to immediately communicate the fact of such strike or lockout to the said board with such information

as he may possess touching the difference or controversy and the number of employés involved.

§ 6*b*. Whenever there shall exist a strike or lock-out, wherein, in the judgment of a majority of said board, the general public shall appear likely to suffer injury or inconvenience with respect to food, fuel or light, or the means of communication or transportation, or in any other respect, and neither party to such strike or lock-out shall consent to submit the matter or matters in controversy to the State Board of Arbitration, in conformity with this act, then the said board, after first having made due effort to effect a settlement thereof by conciliatory means, and such effort having failed, may proceed of its own motion to make an investigation of all facts bearing upon such strike or lock-out and make public its findings, with such recommendations to the parties involved as in its judgment will contribute to a fair and equitable settlement of the differences which constitute the cause of the strike or lock-out; and in the prosecution of such inquiry the board shall have power to issue subpoenas and compel the attendance and testimony of witnesses as in other cases.

§ 7. The members of the said board shall each receive a salary of \$1,500 a year, and necessary traveling expenses, to be paid out of the treasury of the State, upon bills of particulars approved by the Governor.

§ 8. Any notice or process issued by the State Board of Arbitration, shall be served by any sheriff, coroner or constable to whom the same may be directed or in whose hands the same may be placed for service.

§ 9. Whereas, an emergency exists, therefore it is enacted that this act shall take effect and be in force from and after its passage.

UTAH.

[CHAPTER LXII.]

An Act to create a State Board of Labor, Conciliation and Arbitration, for the investigation and settlement of differences between Employers and their Employees, and to define the Powers and Duties of the said Board, and to fix their Compensation.

Be it enacted by the Legislature of the State of Utah :

SECTION 1. As soon as this act shall be approved, the Governor, by and with the consent of the Senate, shall appoint three persons, not more than two of whom shall belong to the same political party, who shall be styled a State Board of Labor, Conciliation and Arbitration, to serve as a State Board of Labor, Conciliation and Arbitration, one of whom and only one of whom shall be an employer of labor, and only one of whom shall be an employe, and the latter shall be selected from some labor organization, and the third shall be some person who is neither an employe nor an employer of manual labor, and who shall be chairman of the board. One to serve for one year, one for three years and one for five years as may be designated by the Governor at the time of their appointment, and at the expiration of their terms, their successors shall be appointed in like manner for the term of four years. If a vacancy occurs at any time, the Governor shall, in the same manner appoint some one to serve the unexpired term and until the appointment and qualification of his successor. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof.

SEC. 2. The board shall at once organize by selecting from its members a secretary, and they shall, as soon as possible after such organization, establish suitable rules of procedure.

SEC. 3. When any controversy or difference, not involving questions which may be the subject of an action at law or bill in equity, exists between an employer (whether an individual, copartnership or corporation) employing not less than ten persons, and his employes, in this State, the board shall, upon application as herein provided, and as soon as practicable thereafter, visit the locality of the dispute, and make a careful

inquiry into the cause thereof, hear all persons interested therein, who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof.

SEC. 4. This decision shall at once be made public, shall be recorded upon the proper book of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for.

SEC. 5. Said application shall be signed by said employer, or by a majority of his employes in the department of the business in which the controversy or difference exists, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lockout or strike until a decision of said board, if it shall be made within three weeks of the date of filing the said application.

SEC. 6. As soon as may be after receiving said application, the secretary of said board shall cause public notice to be given, of the time and place for the hearing thereon, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may at any stage of the proceedings, cause public notice, notwithstanding such request.

“SEC. 7. The board shall have the power to summon as witnesses by subpoena any operative or expert in the department of business affected, and any person who keeps the records of wages earned in those departments, or any other person, and to administer oaths, and to examine said witnesses and to require the production of books, papers and records. In case of a disobedience to a subpoena the board may invoke the aid of any court in the State in requiring the attendance and testimony of witnesses and the production of books, papers and documents under the provisions of this section. Any of the district courts of the State, within the jurisdiction of which such inquiry is carried on, may, in case of contumacy or refusal to obey a subpoena issued to any such witness, issue an order requiring

such witness to appear before said board and produce books and papers if so ordered, and give evidence touching the matter in question. Any refusal to obey such order of the court may be punished by such court as a contempt thereof."

SEC. 8. Upon the receipt of such application and after such notice, the board shall proceed as before provided and render a written decision, and the findings of the majority shall constitute the decision of the board, which decision shall be open to public inspection, shall be recorded upon the records of the board and published in an annual report to be made to the Governor before the first day of March in each year.

SEC. 9. Said decision shall be binding upon the parties who join in said application, or who have entered their appearance before said board, until either party has given the other notice in writing of his or their intention not to be bound by the same, and for a period of 90 days thereafter. Said notice may be given to said employees by posting in three conspicuous places where they work.

SEC. 10. Whenever it shall come to the knowledge of the State board that a strike or lockout is seriously threatened in the State involving any employer and his employees, if he is employing not less than ten persons, it shall be the duty of the State board to put itself into communication as soon as may be, with such employer and employees, and endeavor by mediation to effect an amicable settlement between them and endeavor to persuade them to submit the matters in dispute to the State board.

SEC. 11. The members of said board shall each receive a per diem of three dollars for each days' service while actually engaged in the hearing of any controversy between any employer and his employees, and five cents per mile for each mile necessarily traveled in going to and returning from the place where engaged in hearing such controversy, the same to be paid by the parties to the controversy, appearing before said board, and the members of said board shall receive no compensation or expenses for any other service performed under this act.

SEC. 12. Any notice or process issued by the State Board of Arbitration shall be served by any sheriff, to whom the same may be directed, or in whose hands the same may be placed for service without charge. [*Approved March 24, 1896.*

INDIANA.

The following repeals parts of sections 2, 17 and 18, statute of March 4, 1897, and re-enacts its essential provisions:

An Act providing for the creation of a Labor Commission, and defining its duties and powers, and providing for arbitrations and investigations of labor troubles; and repealing all laws and parts of laws in conflict with this act.

SECTION 1. *Be it enacted by the General Assembly of the State of Indiana*, That there shall be, and is hereby created a commission to be composed of two electors of the State, which shall be designated the Labor Commission, and which shall be charged with the duties and vested with the powers hereinafter enumerated.

SEC. 2. The members of said Commission shall be appointed by the Governor, by and with the advice and consent of the Senate, and shall hold office for four years and until their successors shall have been appointed and qualified. One of said Commissioners shall have been for not less than ten years of his life an employe for wages in some department of industry in which it is usual to employ a number of persons under single direction and control, and shall be at the time of his appointment affiliated with the labor interest as distinguished from the capitalist or employing interest. The other of said Commissioners shall have been for not less than ten years an employer of labor for wages in some department of industry in which it is usual to employ a number of persons under single direction and control, and shall be at the time of his appointment affiliated with the employing interest as distinguished from the labor interest. Neither of said Commissioners shall be less than forty years of age; they shall not be members of the same political party, and neither of them shall hold any other State, county, or city office in Indiana during the term for which he shall be appointed. Each of said Commissioners shall take and subscribe an oath, to be endorsed upon his commission, to the effect that he will punctually, honestly, and faithfully discharge his duties as such Commissioner.

SEC. 3. Said Commission shall have a seal and shall be provided with an office at Indianapolis, and may appoint a Sec-

retary who shall be a skillful stenographer and typewriter, and shall receive a salary of six hundred dollars per annum and his traveling expenses for every day spent by him in the discharge of duty away from Indianapolis.

SEC. 4. It shall be the duty of said Commissioners upon receiving creditable information in any manner of the existence of any strike, lockout, boycott, or other labor complication in this State affecting the labor or employment of fifty persons or more to go to the place where such complication exists, put themselves into communication with the parties to the controversy and offer their services as mediators between them. If they shall not succeed in effecting an amicable adjustment of the controversy in that way they shall endeavor to induce the parties to submit their differences to arbitration, either under the provisions of this act or otherwise, as they may elect.

SEC. 5. For the purpose of arbitration under this act, the Labor Commissioners and the Judge of the Circuit Court, of the county in which the business in relation to which the controversy shall arise, shall have been carried on shall constitute a Board of Arbitrators, to which may be added, if the parties so agree, two other members, one to be named by the employer and the other by the employes in the arbitration agreement. If the parties to the controversy are a railroad company and employes of the company engaged in the running of trains, any terminal within this State, of the road, or of any division thereof, may be taken and treated as the location of the business within the terms of this section for the purpose of giving jurisdiction to the Judge of the Circuit Court to act as a member of the Board of Arbitration.

SEC. 6. An agreement to enter into arbitration under this act shall be in writing and shall state the issue to be submitted and decided and shall have the effect of an agreement by the parties to abide by and perform the award. Such agreement may be signed by the employer as an individual, firm or corporation, as the case may be, and execution of the agreement in the name of the employer by any agent or representative of such employer then and theretofore in control or management of the business or department of business in relation to which the controversy shall have arisen shall bind the employer. On

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the part of the employes, the agreement may be signed by them in their own person, not less than two-thirds of those concerned in the controversy signing, or it may be signed by a committee by them appointed. Such committee may be created by election at a meeting of the employes concerned in the controversy at which not less than two-thirds of all such employes shall be present, which election and the fact of the presence of the required number of employes at the meeting shall be evidenced by the affidavit of the chairman and secretary of such meeting attached to the arbitration agreement. If the employes concerned in the controversy, or any of them, shall be members of any labor union or workingmen's society, they may be represented in the execution of said arbitration agreement by officers or committeemen of the union or society designated by it in any manner conformable to its usual methods of transacting business, and others of the employes represented by committee as hereinbefore provided.

SEC. 7. If upon any occasion calling for the presence and intervention of the Labor Commissioners under the provisions of this act, one of said Commissioners shall be present and the other absent, the Judge of the Circuit Court of the county in which the dispute shall have arisen, as defined in section 5, shall upon the application of the Commissioners present, appoint a Commissioner *pro tem.* in the place of the absent Commissioner, and such Commissioner *pro tem.* shall exercise all the powers of a Commissioner under this act until the termination of the duties of the Commission with respect to the particular controversy upon the occasion of which the appointment shall have been made, and shall receive the same pay and allowances provided by this act for the other commissioners. Such Commissioner *pro tem.* shall represent and be affiliated with the same interests as the absent Commissioner.

SEC. 8. Before entering upon their duties the arbitrators shall take and subscribe an oath or affirmation to the effect that they will honestly and impartially perform their duties as arbitrators and a just and fair award render to the best of their ability. The sittings of the arbitrators shall be in the court room of the Circuit Court, or such other place as shall be provided by the County Commissioners of the county in which the

hearing is had. The Circuit Judge shall be the presiding member of the Board. He shall have power to issue subpoenas for witnesses who do not appear voluntarily, directed to the Sheriff of the county, whose duty it shall be to serve the same without delay. He shall have power to administer oaths and affirmations to witnesses, enforce order, and direct and control the examinations. The proceedings shall be informal in character, but in general accordance with the practice governing the Circuit Courts in the trial of civil causes. All questions of practice, or questions relating to the admission of evidence shall be decided by the presiding member of the Board summarily and without extended argument. The sittings shall be open and public, or with closed doors, as the Board shall direct. If five members are sitting as such Board three members of the Board agreeing shall have power to make an award, otherwise, two. The Secretary of the Commission shall attend the sittings and make a record of the proceedings in shorthand, but shall transcribe so much thereof only as the Commission shall direct.

SEC. 9. The arbitrators shall make their award in writing and deliver the same with the arbitration agreement and their oath as arbitrators to the Clerk of the Circuit Court of the county in which the hearing was had, and deliver a copy of the award to the employer, and a copy to the first signer of the arbitration agreement on the part of the employes. A copy of all the papers shall also be preserved in the office of the Commission at Indianapolis.

SEC. 10. The Clerk of the Circuit Court shall record the papers delivered to him as directed in the last preceding section, in the order book of the Circuit Court. Any person who was a party to the arbitration proceedings may present to the Circuit Court of the county in which the hearing was had, or the Judge thereof in vacation, a verified petition referring to the proceedings and the record of them in the order book and showing that said award has not been complied with, stating by whom and in what respect it has been disobeyed. And thereupon the Court or Judge thereof in vacation shall grant a rule against the party or parties so charged, to show cause within five days why said award has not been obeyed, which shall be served by the Sheriff as other process. Upon return made to the rule the Judge or

Court if in session, shall hear and determine the questions presented and make such order or orders directed to the parties before him *in personam*, as shall give just effect to the award. Disobedience by any party to such proceedings of any order so made shall be deemed a contempt of the court and may be punished accordingly. But such punishment shall not extend to imprisonment except in case of wilful and contumacious disobedience. In all proceedings under this section the award shall be regarded as presumptively binding upon the employer and all employes who were parties to the controversy submitted to arbitration, which presumption shall be overcome only by proof of dissent from the submission delivered to the arbitrators, or one of them, in writing before the commencement of the hearing.

SEC. 11. The Labor Commission, with the advice and assistance of the Attorney-General of the State, which he is hereby required to render, may make rules and regulations respecting proceedings in arbitrations under this act not inconsistent with this act or the law, including forms, and cause the same to be printed and furnished to all persons applying therefor, and all arbitration proceedings under this act shall thereafter conform to such rules and regulations.

SEC. 12. Any employer and his employes, not less than twenty-five in number, between whom differences exist which have not resulted in any open rupture or strike, may of their own motion apply to the Labor Commission for arbitration of their differences, and upon the execution of an arbitration agreement as hereinbefore provided, a Board of Arbitrators shall be organized in the manner hereinbefore provided, and the arbitration shall take place and the award be rendered, recorded and enforced in the same manner as in arbitrations under the provisions found in the preceding sections of this act.

SEC. 13. In all cases arising under this act requiring the attendance of a Judge of the Circuit Court as a member of an Arbitration Board, such duty shall have precedence over any other business pending in his court, and if necessary for the prompt transaction of such other business it shall be his duty to appoint some other Circuit Judge, or Judge of a Superior or the Appellate or Supreme Court to sit in the Circuit Court in his

place during the pendency of such arbitration, and such appointee shall receive the same compensation for his services as is now allowed by law to Judges appointed to sit in case of change of Judge in civil actions. In case the Judge of the Circuit Court, whose duty it shall become under this act to sit upon any Board of Arbitrators, shall be at the time actually engaged in a trial which can not be interrupted without loss and injury to the parties, and which will in his opinion continue for more than three days to come, or is disabled from acting by sickness or otherwise, it shall be the duty of such Judge to call in and appoint some other Circuit Judge, or some Judge of a Superior Court, or the Appellate or Supreme Court, to sit upon such Board of Arbitrators, and such appointed Judge shall have the same power and perform the same duties as member of the Board of Arbitration as are by this act vested in and charged upon the Circuit Judge regularly sitting, and he shall receive the same compensation now provided by law to a Judge sitting by appointment upon a change of Judge in civil cases, to be paid in the same way.

SEC. 14. If the parties to any such labor controversy as is defined in section 4 of this act shall have failed at the end of five days after the first communication of said Labor Commission with them to adjust their differences amicably, or to agree to submit the same to arbitration, it shall be the duty of the Labor Commission to proceed at once to investigate the facts attending the disagreement. In this investigation the Commission shall be entitled, upon request, to the presence and assistance of the Attorney-General of the State, in person or by deputy, whose duty it is hereby made to attend without delay, upon request by letter or telegram from the Commission. For the purpose of such investigation the Commission shall have power to issue subpoenas, and each of the Commissioners shall have power to administer oaths and affirmations. Such subpoena shall be under the seal of the Commission and signed by the Secretary of the Commission, or a member of it, and shall command the attendance of the person or persons named in it at a time and place named, which subpoena may be served and returned as other process by any Sheriff or Constable in the State. In case of disobedience of any such subpoena, or the refusal of any witness to testify, the Circuit Court of the county within which the subpoena was issued, or the Judge thereof in vacation,

shall, upon the application of the Labor Commission, grant a rule against the disobeying person or persons, or the person refusing to testify, to show cause forthwith why he or they should not obey such subpoena, or testify as required by the Commission, or be adjudged guilty of contempt, and in such proceedings such court, or the Judge thereof in vacation, shall be empowered to compel obedience to such subpoena as in the case of subpoena issued under the order and by authority of the court, or to compel a witness to testify as witnesses in court are compelled to testify. But no person shall be required to attend as a witness at any place outside the county of his residence. Witnesses called by the Labor Commission under this section shall be paid \$1.00 per diem fees out of the expense fund provided by this act, if such payment is claimed at the time of their examination.

SEC. 15. Upon the completion of the investigation authorized by the last preceding section, the Labor Commission shall forthwith report the facts thereby disclosed affecting the merits of the controversy in succinct and condensed form to the Governor, who, unless he shall perceive good reason to the contrary, shall at once authorize such report to be given out for publication. And as soon thereafter as practicable, such report shall be printed under the direction of the Commission and a copy shall be supplied to any one requesting the same.

SEC. 16. Any employer shall be entitled, in his response to the inquiries made of him by the Commission in the investigation provided for in the two last preceding sections, to submit in writing to the Commission, a statement of any facts material to the inquiry, the publication of which would be likely to be injurious to his business, and the facts so stated shall be taken and held as confidential, and shall not be disclosed in the report or otherwise.

SEC. 17. Said Commissioners shall receive a compensation of ten dollars each per diem for the time actually expended, and actual and necessary traveling expenses while absent from home in the performance of duty, and each of the two members of a Board of Arbitration chosen by the parties under the provisions of this act shall receive the same compensation for the days occupied in service upon the Board. The Attorney-General, or his deputy, shall receive his necessary and actual traveling expenses while absent from home in the service of the Commission. Such

compensation and expenses shall be paid by the Treasurer of State upon warrants drawn by the Auditor upon itemized and verified accounts of time spent and expenses paid. All such accounts, except those of the Commissioners, shall be certified as correct by the Commissioners, or one of them, and the accounts of the Commissioners shall be certified by the Secretary of the Commission. It is hereby declared to be the policy of this act that the arbitrations and investigations provided for in it shall be conducted with all reasonable promptness and dispatch, and no member of any Board of Arbitration shall be allowed payment for more than fifteen days' service in any one arbitration, and no Commissioner shall be allowed payment for more than ten days' service in the making of the investigation provided for in section 14 and sections following.

SEC. 18. For the payment of the salary of the Secretary of the Commission, the compensation of the Commissioners and other arbitrators, the traveling and hotel expenses herein authorized to be paid, and for witness fees, printing, stationery, postage, telegrams and office expenses there is hereby appropriated out of any money in the Treasury not otherwise appropriated, the sum of five thousand dollars for the year 1897 and five thousand dollars for the year 1898.

IDAHO.

The following bill, having remained with the governor more than ten secular days after the legislature adjourned, became a law March 20, 1897.

An Act to provide for a State Board of Arbitration, for the Settlement of Differences between Employees and their Employers and to provide for Local Boards of Arbitration subordinate thereto.

Be it enacted by the Legislature of the State of Idaho :

SECTION 1. The Governor, with the advice and consent of the Senate, shall, on or before the fourth day of March, eighteen hundred and ninety-seven, appoint three competent persons to serve as a State board of Arbitration and Conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor; one of them shall be selected from some labor organization and not an employer of labor; the third shall

be appointed upon the recommendation of the other two; *Provided, however*, That if the two appointed do not agree on the third man at the expiration of thirty days, he shall then be appointed by the Governor. On or before the fourth day of March, eighteen hundred and ninety-seven, the Governor, with the advice and consent of the Senate, shall appoint three members of said board in the manner above provided; one to serve for six years; one for four years; and one for two years; or until their respective successors are appointed; and on or before the fourth day of March of each year during which the legislature of this State is in its regular biennial session thereafter, the Governor shall in the same manner appoint one member of said board to succeed the member whose term then expires and to serve for the term of six years or until his successor is appointed. If a vacancy occurs at any time, the Governor shall in the same manner appoint some one to serve out the unexpired term; and he may in like manner remove any member of said board. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall at once organize by the choice of one of their members as chairman. Said board shall choose one of its members as secretary and may also appoint and remove a clerk of the board, who shall receive pay only for time during which his services are actually required and that at a rate of not more than four dollars per day during such time as he may be employed.

SEC. 2. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the Governor and Senate.

SEC. 3. Whenever any controversy or difference, not involving questions which may be the subject of a suit at law or bill in equity, exists between an employer, whether an individual, co-partnership or corporation, and his employees if at the time he employs not less than twenty-five persons in the same general line of business in any city or town or village or county in this State, the board shall upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made

public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided*for, and the said board shall cause a copy thereof to be filed with the County Recorder of the county where such business is carried on.

SEC. 4. Said application shall be signed by said employer or by a majority of his employees in the department of the business in which the controversy or difference exists, or their duly authorized agent or by both parties and shall contain a concise statement of the grievance complained of, and a promise to continue in the business or at work without any lockout or strike until the decision of said board if it shall be made in three weeks of the date of filing said application, when an application is signed by an agent claiming to represent a majority of such employees, the board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving such authority shall be kept secret by said board. As soon as may be after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing thereof; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request be made, notice shall be given to the parties interested in such manner as the board may order and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have the power to summons as witness any operative in the departments of business affected, and any person, who keeps the records of wages earned in those departments and to examine them under oath and to require the production of books containing the record of wages paid. Summons may be signed and oaths administered by any member of the board.

SEC. 5. Upon the receipt of such application and after such notice, the board shall proceed as before provided and render a written decision which shall be open to public inspection shall be recorded upon the records of the board and published at the discretion of the same, in an annual report to be made to the

Governor of the State on or before the first day of February of each year.

SEC. 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employees by posting the same in three conspicuous places in the shop or factory, mill or at the mine where they work or are employed.

SEC. 7. The parties to any controversy or difference as described in Section 3 of this act may submit the matters in dispute, in writing to a local board of arbitration and conciliation, such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employees or their duly authorized agent, another, and the two arbitrators so designated may choose a third, who shall be chairman of the board.

Such board shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission.

The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the recorder of the county in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board. Each of such arbitrators shall be entitled to receive from the treasury of the county in which the controversy or difference that is the subject of the arbitration exists, if such payment is approved in writing by the board of commissioners of such county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration, whenever it is made to appear to the mayor of a city or the board of commissioners of a county that a strike or lockout such as described in Section 8 of this act is seriously threatened or actually occurs, the mayor of such city or the board of commissioners of such county shall at once notify the state board of the facts.

SEC. 8. Whenever it shall come to the knowledge of the state board, either by notice from the mayor of a city or the

board of commissioners of a county, as provided in the preceding section or otherwise, that a strike or lockout is seriously threatened or has actually occurred in any county or town of the State, involving an employer and his present or past employees, if at the time he is employing, or up to the occurrence of the strike or lockout was employing not less than twenty-five persons in the same general line of business in any county or town in the State, it shall be the duty of the State board to put itself in communication as soon as may be with such employer, and employees, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them; *Provided*, That a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the State board; and said State board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by Section 3 of this act.

SEC. 9. Witnesses summoned by the State board shall be allowed the sum of fifty cents for each attendance, and the sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents, a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forthwith by the board, and for such purpose the board shall be entitled to draw from the treasury of the State for the payment thereof any of the unappropriated moneys of the State.

SEC. 10. The members of said state board shall be paid six dollars per day for each day that they are actually engaged in the performance of their duties, to be paid out of the treasury of the State, and they shall be allowed their necessary traveling and other expenses, which shall be paid out of the treasury of the State.

COLORADO.

[CHAPTER 2 OF THE SESSION LAWS OF 1897. *Approved March 31.*]

An Act creating a State and local Boards of Arbitration and providing for the adjustment of differences between Employers and Employes and defining the powers and duties thereof and making an appropriation therefor.

Be it enacted by the General Assembly of the State of Colorado :

SECTION 1. There shall be established a State Board of Arbitration consisting of three members, which shall be charged, among other duties provided by this Act, with the consideration and settlement by means of arbitration, conciliation and adjustment, when possible, of strikes, lockouts and labor or wage controversies arising between employers and employes.

SECTION 2. Immediately after the passage of this Act the Governor shall appoint a State Board of Arbitration, consisting of three qualified resident citizens of the State of Colorado and above the age of thirty years. One of the members of said Board shall be selected from the ranks of active members of bona fide labor organizations of the State of Colorado, and one shall be selected from active employers of labor or from organizations representing employers of labor. The third member of the Board shall be appointed by the Governor from a list which shall not consist of more than six names selected from entirely disinterested ranks submitted by the two members of the Board above designated. If any vacancy should occur in said Board, the Governor shall, in the same manner, appoint an eligible citizen for the remainder of the term, as herein before provided.

SECTION 3. The third member of said Board shall be Secretary thereof, whose duty it shall be, in addition to his duties as a member of the Board, to keep a full and faithful record of the proceedings of the Board and perform such clerical work as may be necessary for a concise statement of all official business that may be transacted. He shall be the custodian of all documents and testimony of an official character relating to the business of the Board ; and shall also have, under direction of a majority of the Board, power to issue subpoenas, to administer oaths to witnesses cited before the Board, to call for and examine books, papers and documents necessary for examination in

the adjustment of labor differences, with the same authority to enforce their production as is possessed by courts of record or the judges thereof in this State.

SECTION 4. Said members of the Board of Arbitration shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. The Secretary of State shall set apart and furnish an office in the State Capitol for the proper and convenient transaction of the business of said Board.

SECTION 5. Whenever any grievance or dispute of any nature shall arise between employer and employes, it shall be lawful for the parties to submit the same directly to said Board, in case such parties elect to do so, and shall jointly notify said Board or its Clerk in writing of such desire. Whenever such notification is given it shall be the duty of said Board to proceed with as little delay as possible to the locality of such grievance or dispute, and inquire into the cause or causes of such grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said Board in writing, clearly and in detail, their grievances and complaints and the cause or causes therefor, and severally agree in writing to submit to the decision of said Board as to the matters so submitted, promising and agreeing to continue on in business or at work, without a lockout or strike until the decision is rendered by the Board, provided such decision shall be given within ten days after the completion of the investigation. The Board shall thereupon proceed to fully investigate and inquire into the matters in controversy and to take testimony under oath in relation thereto; and shall have power under its Chairman or Clerk to administer oaths, to issue subpoenas for the attendance of witnesses, the production of books and papers in like manner and with the same powers as provided for in Section 3 of this Act.

SECTION 6. After the matter has been fully heard, the said Board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by them or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by them. The Clerk of said Board shall file four copies of such decision, one with the Secretary of State, a copy served to each of the parties to the controversy, and one copy retained by the Board.

SECTION 7. Whenever a strike or lockout shall occur or seriously threaten in any part of the State, and shall come to the knowledge of the members of the Board, or any one thereof by a written notice from either of the parties to such threatened strike or lockout, or from the Mayor or Clerk of the city or town, or from the Justice of the Peace of the district where such strike or lockout is threatened, it shall be their duty, and they are hereby directed, to proceed as soon as practicable to the locality of such strike or lockout and put themselves in communication with the parties to the controversy and endeavor by mediation to affect an amicable settlement of such controversy, and, if in their judgment it is deemed best, to inquire into the cause or causes of the controversy: and to that end the Board is hereby authorized to subpoena witnesses, compel their attendance, and send for persons and papers in like manner and with the same powers as it is authorized by Section 3 of this Act.

SECTION 8. The fees of witnesses before said Board of Arbitration shall be two dollars (\$2.00) for each day's attendance, and five (5) cents per mile over the nearest traveled routes in going to and returning from the place where attendance is required by the Board. All subpoenas shall be signed by the Secretary of the Board and may be served by any person of legal age authorized by the Board to serve the same.

SECTION 9. The parties to any controversy or difference as described in Section 5 of this Act may submit the matters in dispute in writing to a local Board of Arbitration and conciliation; said Board may either be mutually agreed upon or the employer may designate one of such arbitrators, the employes or their duly authorized agent another, and the two arbitrators so designated may choose a third who shall be Chairman of such local Board; such Board shall in respect to the matters referred to it have and exercise all the powers which the State Board might have and exercise, and its decision shall have such binding effect as may be agreed upon by the parties to the controversy in the written submission. The jurisdiction of such local Board shall be exclusive in respect to the matter submitted by it, but it may ask and receive the advice and assistance of the State Board. Such local Board shall render its decision in writing, within ten days after the close of any hearing held by it, and shall file a copy thereof with the Secretary of the State

Board. Each of such local arbitrators shall be entitled to receive from the Treasurer of the city, village or town in which the controversy or difference that is the subject of arbitration exists, if such payment is approved by the Mayor of such city, the Board of Trustees of such village, or the Town Board of such town, the sum of three dollars for each day of actual service not exceeding ten days for any one arbitration: Provided, that when such hearing is held at some point having no organized town or city government, in such case the costs of such hearing shall be paid jointly by the parties to the controversy: Provided further that in the event of any local Board of Arbitration or a majority thereof failing to agree within ten (10) days after any case being placed in their hands, the State Board shall be called upon to take charge of said case as provided by this Act.

SECTION 10. Said State Board shall report to the Governor annually, on or before the fifteenth day of November in each year, the work of the Board, which shall include a concise statement of all cases coming before the Board for adjustment.

SECTION 11. The Secretary of State shall be authorized and instructed to have printed for circulation one thousand (1,000) copies of the report of the Secretary of the Board, provided the volume shall not exceed four hundred (400) pages.

SECTION 12. Two members of the Board of Arbitration shall each receive the sum of five hundred dollars (\$500) annually, and shall be allowed all money actually and necessarily expended for traveling and other necessary expenses while in the performance of the duties of their office. The member herein designated to be the Secretary of the Board shall receive a salary of twelve hundred dollars (\$1,200) per annum. The salaries of the members shall be paid in monthly instalments by the State Treasurer upon the warrants issued by the Auditor of the State. The other expenses of the Board shall be paid in like manner upon approved vouchers signed by the Chairman of the Board of Arbitration and the Secretary thereof.

SECTION 13. The terms of office of the members of the Board shall be as follows: That of the members who are to be selected from the ranks of labor organizations and from the active employers of labor shall be for two years, and thereafter every two years the Governor shall appoint one from each class for the period of two years. The third member of the Board shall

be appointed as herein provided every two years. The Governor shall have power to remove any members of said Board for cause and fill any vacancy occasioned thereby.

SECTION 14. For the purpose of carrying out the provisions of this Act there is hereby appropriated out of the General Revenue Fund the sum of seven thousand dollars for the fiscal years 1897 and 1898, only one-half of which shall be used in each year, or so much thereof as may be necessary, and not otherwise appropriated.

SECTION 15. In the opinion of the General Assembly an emergency exists; therefore, this Act shall take effect and be in force from and after its passage.

WYOMING.

Wyoming was admitted to the Union on July 11, 1890. Article 5 of the Constitution has the following provisions for the arbitration of labor disputes:

SECTION 28. The legislature shall establish courts of arbitration, whose duty it shall be to hear, and determine all differences, and controversies between organizations or associations of laborers, and their employers, which shall be submitted to them in such manner as the legislature may provide.

SECTION 30. Appeals from decisions of compulsory boards of arbitration shall be allowed to the supreme court of the state, and the manner of taking such appeals shall be prescribed by law.

MARYLAND.

An Act to provide for the reference of disputes between employers and employees to arbitration.

SECTION 1. *Be it enacted by the General Assembly of Maryland.* That whenever any controversy shall arise between any corporation incorporated by this State in which this State may be interested as a stockholder or creditor, and any persons in the employment or service of such corporation, which, in the opinion of the Board of Public Works, shall tend to impair the usefulness or prosperity of such corporation, the said Board of Public Works shall have power to demand and receive a statement of

the grounds of said controversy from the parties to the same ; and if, in their judgment, there shall be occasion so to do, they shall have the right to propose to the parties to said controversy, or to any of them, that the same shall be settled by arbitration ; and if the opposing parties to said controversy shall consent and agree to said arbitration, it shall be the duty of said Board of Public Works to provide in due form for the submission of the said controversy to arbitration, in such manner that the same may be finally settled and determined ; but if the said corporation or the said person in its employment or service, so engaged in controversy with the said corporation, shall refuse to submit to such arbitration, it shall be the duty of the said Board of Public Works to examine into and ascertain the cause of said controversy, and report the same to the next General Assembly.

SEC. 2. *And be it enacted*, That all subjects of dispute arising between corporations, and any person in their employment or service, and all subjects of dispute between employers and employees, employed by them in any trade or manufacture, may be settled and adjusted in the manner heretofore mentioned.

SEC. 3. *And be it further enacted*, That whenever such subjects of dispute shall arise as aforesaid, it shall be lawful for either party to the same to demand and have an arbitration or reference thereof in the manner following, that is to say : Where the party complaining and the party complained of shall come before, or agree by any writing under their hands, to abide by the determination of any judge or justice of the peace, it shall and may be lawful for such judge or justice of the peace to hear and finally determine in a summary manner the matter in dispute between such parties ; but if such parties shall not come before, or so agree to abide by the determination of such judge or justice of the peace, but shall agree to submit their said cause of dispute to arbitrators appointed under the provisions of this act, then it shall be lawful for any such judge or justice of the peace, and such judge or justice of the peace is hereby required, on complaint made before him, and proof that such agreement for arbitration has been entered into, to appoint arbitrators for settling the matters in dispute, and such judge or justice of the peace shall then and there propose not less than two nor more than four persons, one-half of whom shall be employers and the other half employees, acceptable to the parties to the dispute, respectively, who, together with such

judge or justice of the peace, shall have full power finally to hear and determine such dispute.

SEC. 4. *And be it further enacted*, That in all such cases of dispute as aforesaid, as in all other cases, if the parties mutually agree that the matter in dispute shall be arbitrated and determined in a different mode to the one hereby prescribed, such agreement shall be valid, and the award and determination thereon by either mode of arbitration shall be final and conclusive between the parties.

SEC. 5. *And be it further enacted*, That it shall be lawful in all cases for an employer or employee, by writing under his hand, to authorize any person to act for him in submitting to arbitration and attending the same.

SEC. 6. *And be it further enacted*, That every determination of dispute by any judge or justice of the peace shall be given as a judgment of the court over which said judge presides, and of the justice of the peace determining the same; and the said judge or justice of the peace shall award execution thereon as upon verdict, confession or nonsuit; and every award made by arbitrators appointed by any judge or justice of the peace under these provisions of this statute, shall be returned by said arbitrator to the judge or justice of the peace by whom they were appointed; and said judge or justice of the peace shall enter the same as an amicable action between the parties to the same in the court presided over by said judge or justice of the peace, with the same effect as if said action had been regularly commenced in said court by due process of law, and shall thereupon become a judgment of said court, and execution thereon shall be awarded as upon verdict, confession or nonsuit; in the manner provided in article seven of the Public General Laws of Maryland; and in all proceedings under this act, whether before a judge or justice of the peace, or arbitrators, costs shall be taxed as are now allowed by law in similar proceedings, and the same shall be paid equally by the parties to the dispute; such award shall remain four days in court during its sitting, after the return thereof, before any judgment shall be entered thereon; and if it shall appear to the court within that time that the same was obtained by fraud or malpractice in or by surprise, imposition or deception of the arbitrators, or without due notice to the parties or their attorneys, the court may set aside such award and refuse to give judgment thereon. [*Approved April 1, 1878.*]

KANSAS.**An Act to establish boards of arbitration, and defining their powers and duties.**

Be it enacted by the Legislature of the State of Kansas :

SECTION 1. That the district court of each county, or a judge thereof in vacation, shall have the power, and upon the presentation of a petition as hereinafter provided it shall be the duty, of said court or judge to issue a license or authority for the establishment within and for any county within the jurisdiction of said court, of a tribunal for voluntary arbitration and settlements of disputes between employers and employed in the manufacturing, mechanical, mining and other industries.

SEC. 2. The said petition shall be substantially in the form hereinafter given, and the petition shall be signed by at least five persons employed as workmen, or by two or more separate firms, individuals, or corporations within the county who are employers within the county: *Provided*, That at the time the petition is presented, the judge before whom said petition is presented may, upon motion, require testimony to be taken as to the representative character of said petitioners, and if it appears that the requisite number of said petitioners are not of the character they represent themselves to be, the establishment of the said tribunal may be denied, or he may make such other order in that behalf as shall to him seem fair to both sides.

SEC. 3. If the said petition shall be signed by the requisite number of either employers or workmen, and be in proper form, the judge shall forthwith cause to be issued a license, authorizing the existence of such a tribunal and containing the names of four persons to compose the tribunal, two of whom shall be workmen and two employers, all residents of said county, and fixing the time and place of the first meeting thereof; and an entry of the license so granted shall be made upon the journal of the district court of the county in which the petition originated.

SEC. 4. Said tribunal shall continue in existence for one year, from the date of the license creating it, and may take jurisdiction of any dispute between employers and workmen in any mechanical, manufacturing, mining, or other industry, who may submit their disputes in writing to such tribunal for decision.

Vacancies occurring in the membership of the tribunal shall be filled by the judge or court that licensed said tribunal. Disputes occurring in one county may be referred to a tribunal already existing in an adjoining county. Said court at the time of the issuance of said license shall appoint an umpire for said tribunal, who shall be sworn to impartially decide all questions that may be submitted to him during his term of office. The umpire shall be called upon to act after disagreement is manifested in the tribunal by failure to agree during three meetings held and full discussion had. His award shall be final and conclusive upon such matters only as are submitted to him in writing and signed by the whole of the members of the tribunal, or by parties submitting the same. And the award of said tribunal shall be final and conclusive upon the questions so submitted to it: *Provided*, That said award may be impeached for fraud, accident or mistake.

SEC. 5. The said tribunal when convened shall be organized by the selection of one of their number as chairman, and one as secretary, who shall be chosen by a majority of the members.

SEC. 6. The members of the tribunal and the umpire shall each receive as compensation for their services, out of the treasury of the county in which said dispute shall arise, two dollars for each day of actual service. The sessions of said tribunal shall be held at the county seat of the county where the petition for the same was presented, and a suitable room for the use of said tribunal shall be provided by the county commissioners.

SEC. 7. All submissions of matters in dispute shall be made to the chairman of said tribunal, who shall file the same. The chairman of the tribunal shall have power to administer oaths to all witnesses who may be produced, and a majority of said tribunal may provide for the examination and investigation of books, documents and accounts necessary, material, and pertaining to the matters in hearing before the tribunal, and belonging to either party to the dispute. The umpire shall have power when necessary to administer oaths and examine witnesses, and examine and investigate books, documents and accounts pertaining to the matters submitted to him for decision.

SEC. 8. The said tribunal shall have power to make, ordain and enforce rules for the government of the body, when in session, to enable the business to be proceeded with in order, and to fix its sessions and adjournments; but such rules shall not

conflict with this statute nor with any of the provisions of the constitution and laws of the state : *Provided*, That the chairman of said tribunal may convene said tribunal in extra session at the earliest day possible, in cases of emergency.

SEC. 9. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing and signed by the members of the tribunal or a majority thereof, or by the parties submitting the same ; and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon after hearing shall be final ; and said umpire must make his award within five days from the time the question or questions in dispute are submitted to him. Said award shall be made to the tribunal ; and if the award is for a specific sum of money, said award of money, or the award of the tribunal, when it shall be for a specific sum, may be made a matter of record by filing a copy thereof in the district court of the county wherein the tribunal is in session. When so entered of record it shall be final and conclusive, and the proper court may on motion of anyone interested, enter judgment thereon ; and when the award is for a specific sum of money may issue final and other process to enforce the same : *Provided*, That any such award may be impeached for fraud, accident, or mistake.

SEC. 10. The form of the petition praying for a tribunal under this act shall be as follows : —

To the District Court of County (or a judge thereof, as the case may be) : The subscribers hereto being the number and having the qualifications required in this proceeding, being desirous of establishing a tribunal of voluntary arbitration for the settlement of disputes in the manufacturing, mechanical, mining and other industries, pray that a license for a tribunal of voluntary arbitration may be issued, to be composed of four persons and an umpire, as provided by law.

SEC. 11. This act to be in force and take effect from and after its publication in the official state paper. [*Published February 25, 1886.*]

IOWA.

An Act to Authorize the Creation and to Provide for the Operation of Tribunals of Voluntary Arbitration to Adjust Industrial Disputes between Employers and Employed.

Be it enacted by the General Assembly of the State of Iowa:

SECTION 1. That the district court of each county, or a judge thereof in vacation, shall have power, and upon the presentation of a petition, or of the agreement hereinafter named, it shall be the duty of said court, or a judge thereof in vacation, to issue in the form hereinafter named, a license or authority for the establishment within and for each county of tribunals for voluntary arbitration and settlement of disputes between employers and employed in the manufacturing, mechanical or mining industries.

SEC. 2. The said petition or agreement shall be substantially in the form hereinafter given, and the petition shall be signed by at least twenty persons employed as workmen, and by four or more separate firms, individuals, or corporations within the county, or by at least four employers, each of whom shall employ at least five workmen, or by the representative of a firm, corporation or individual employing not less than twenty men in their trade or industry; *provided*, that at the time the petition is presented, the judge before whom said petition is presented may, upon motion require testimony to be taken as to the representative character of said petitioners, and if it appears that said petitioners do not represent the will of a majority, or at least one-half of each party to the dispute, the license for the establishment of said tribunal may be denied, or may make such other order in this behalf as to him shall seem fair to both sides.

SEC. 3. If the said petition shall be signed by the requisite number of both employers and workmen, and be in proper form and contain the names of the persons to compose the tribunal, being an equal number of employers and workmen, the judge shall forthwith cause to be issued a license substantially in the form hereinafter given, authorizing the existence of such tribu-

nal and fixing the time and place of the first meeting thereof, and an entry of the license so granted shall be made upon the journal of the district court of the county in which the petition originated.

SEC. 4. Said tribunal shall continue in existence for one year from date of the license creating it, and may take jurisdiction of any dispute between employers and workmen in any mechanical, manufacturing, or mining industry, or business, who shall have petitioned for the tribunal, or have been represented in the petition therefor, or who may submit their disputes in writing to such tribunal for decision. Vacancies occurring in the membership of the tribunal shall be filled by the judge or court that licensed said tribunal, from three names, presented by the members of the tribunal remaining in that class, in which the vacancies occur. The removal of any member to an adjoining county, shall not cause a vacancy in either the tribunal or post of umpire. Disputes occurring in one county may be referred to a tribunal already existing in an adjoining county. The place of umpire in any of said tribunals and vacancies occurring in such place, shall only be filled by the mutual choice of the whole of the representatives, of both employers and workmen constituting the tribunal, immediately upon the organization of the same, and the umpire shall be called upon to act after disagreement is manifested in the tribunal by failure during three meetings held and full discussion had. His award shall be final and conclusive upon such matters only as are submitted to him in writing and signed by the whole of the members of the tribunal, or by parties submitting the same.

SEC. 5. The said tribunal shall consist of not less than two employers or their representatives, and two workmen or their representatives. The exact number which shall in each case constitute the tribunal, shall be inserted in the petition or agreement, and they shall be named in the license issued. The said tribunal, when convened shall be organized by the selection of one of their members as chairman and one as secretary, who shall be chosen by a majority of the members, or if such majority cannot be had after two votes, then by secret ballot, or by lot, as they prefer.

SEC. 6. The members of the tribunal shall receive no compensation for their services from the city or county, but the expenses of the tribunal, other than fuel, light and the use of the room and furniture, may be paid by voluntary subscription, which the tribunal is authorized to receive and expend for such purposes. The sessions of said tribunal shall be held at the county seat of the county where the petition for the same was presented, and a room in the court house or elsewhere for the use of said tribunal shall be provided by the county board of supervisors.

SEC. 7. When no umpire is acting, the chairman of the tribunal shall have power to administer oaths to all witnesses who may be produced, and a majority of said tribunal may provide for the examination and investigation of books, documents and accounts pertaining to the matters in hearing before the tribunal, and belonging to either party to the dispute; *provided*, that the tribunal may unanimously direct that instead of producing books, papers and accounts before the tribunal, an accountant agreed upon by the entire tribunal may be appointed to examine such books, papers and accounts, and such accountant shall be sworn to well and truly examine such books, documents and accounts, as may be presented to him, and to report the results of such examination in writing to said tribunal. Before such examination, the information desired and required by the tribunal shall be plainly stated in writing, and presented to said accountant, which statement shall be signed by the members of said tribunal, or by a majority of each class thereof. Attorneys at law or other agents of either party to the dispute, shall not be permitted to appear or take part in any of the proceedings of the tribunal, or before the umpire.

SEC. 8. When the umpire is acting he shall preside and he shall have all the power of the chairman of the tribunal, and his determination upon all questions of evidence, or other questions in conducting the inquiries there pending, shall be final. Committees of the tribunal consisting of an equal number of each class may be constituted to examine into any question in dispute between employers and workmen which may have been referred to said committee by the tribunal, and such committee may hear, and settle the same finally, when it can be done by a

unanimous vote; otherwise the same shall be reported to the full tribunal, and be there heard as if the question had not been referred. The said tribunal in connection with the said umpire shall have power to make or ordain and enforce rules for the government of the body when in session to enable the business to be proceeded with, in order, and to fix its sessions and adjournments, but such rules shall not conflict with this statute nor with any of the provisions of the constitution and laws of Iowa.

SEC. 9. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing and signed by the members of the tribunal, or a majority thereof of each class, or by the parties submitting the same, and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon, after hearing shall be final. The umpire shall be sworn to impartially decide all questions that may be submitted to him during his term of office. The submission and his award may be made in the form hereinafter given, and said umpire must make his award within ten days from the time the question or questions in dispute are submitted to him. Said award shall be made to the tribunal; and if the award is for a specific sum of money, said award may be made a matter of record by filing a copy thereof in the district court of the county wherein the tribunal is in session. When so entered of record it shall be final and conclusive, and the proper court may, on motion of any one interested enter judgment thereon; and when the award is for a specific sum of money may issue final and other process to enforce the same.

SEC. 10. The form of the joint petition or agreement praying for a tribunal under this act shall be as follows:

To the District Court of _____ County (or to a judge thereof, as the case may be):

The subscribers hereto being the number, and having the qualifications required in this proceeding, being desirous of establishing a tribunal of voluntary arbitration for the settlement of disputes in the (here name the branch of industry), trade, and having agreed upon A, B, C, D, and E representing the employers, and G, H, I, J, and K representing the workmen, as members of said tribunal, who each

are qualified to act thereon, pray that a license for a tribunal in the
trade may be issued to said persons named above.

EMPLOYERS.	Names.	Residence.	Works.	Number employed.

EMPLOYEES.	Names.	Residence.	By whom employed.

SEC. 11. The license to be issued upon such petition may be
 as follows.

STATE OF IOWA } ss
 COUNTY }

Whereas, The joint petition, and agreement of four employers (or
 representatives of a firm or corporation or individual employing
 twenty men as the case may be), and twenty workmen have been
 presented to this court (or if to a judge in vacation so state) praying
 the creation of a tribunal, of voluntary arbitration for the settlement
 of disputes in the workman trade within this county and naming A,
 B, C, D, and E representing the employers, and G, H, I, J, and K rep-
 resenting the workmen. Now in pursuance of the statute for such
 case made, and provided said named persons are hereby licensed, and
 authorized to be, and exist as a tribunal of voluntary arbitration for
 the settlement of disputes between employers, and workmen for the
 period of one year from this date, and they shall meet, and organize
 on the.....day of.....A.D.....at.....

Signed this.....day of....., A.D.....

Clerk of the.....District Court of.....County.

SEC. 12. When it becomes necessary to submit a matter in
 controversy to the umpire it may be in form as follows :

We A, B, C, D, and E representing employers, and G, H, I, J, and
 K representing workmen composing a tribunal of voluntary arbi-
 tration hereby submit, and refer unto the umpirage of L (the umpire

of the tribunal of the _____ trade) the following subject-matter, viz.: (Here state full, and clear the matter submitted), and we hereby agree that his decision and determination upon the same shall be binding upon us, and final, and conclusive upon the questions thus submitted, and we pledge ourselves to abide by, and carry out the decision of the umpire when made.

Witness our names this _____ day of _____ A.D. _____

(Signatures) _____

Sec. 13. The umpire shall make his award in writing to the tribunal, stating distinctly his decision on the subject-matter submitted, and when the award is for a specific sum of money, the umpire shall forward a copy of the same to the clerk of the proper court. [*Approved March 6, 1886.*]

PENNSYLVANIA.

An Act to establish boards of arbitration to settle all questions of wages and other matters of variance between capital and labor.

WHEREAS, The great industries of this Commonwealth are frequently suspended by strikes and lockouts resulting at times in criminal violation of the law and entailing upon the State vast expense to protect life and property and preserve the public peace:

And, whereas, No adequate means exist for the adjustment of these issues between capital and labor, employers and employes, upon an equitable basis where each party can meet together upon terms of equality to settle the rates of compensation for labor and establish rules and regulations for their branches of industry in harmony with law and a generous public sentiment: Therefore,

SECTION 1. *Be it enacted, &c.,* That whenever any differences arise between employers and employes in the mining, manufacturing or transportation industries of the Commonwealth which cannot be mutually settled to the satisfaction of a majority of all parties concerned, it shall be lawful for either party, or for both parties jointly, to make application to the

court of common pleas wherein the service is to be performed about which the dispute has arisen to appoint and constitute a board of arbitration to consider, arrange and settle all matters at variance between them which must be fully set forth in the application, such application to be in writing and signed and duly acknowledged before a proper officer by the representatives of the persons employed as workmen, or by the representatives of a firm, individual or corporation, or by both, if the application is made jointly by the parties; such applicants to be citizens of the United States, and the said application shall be filed with the record of all proceedings had in consequence thereof among the records of said court.

SECTION 2. That when the application duly authenticated has been presented to the court of common pleas, as aforesaid, it shall be lawful for said court, if in its judgment the said application allege matters of sufficient importance to warrant the intervention of a board of arbitrators in order to preserve the public peace, or promote the interests and harmony of labor and capital, to grant a rule on each of the parties to the alleged controversy, where the application is made jointly, to select three citizens of the county of good character and familiar with all matters in dispute to serve as members of the said board of arbitration which shall consist of nine members all citizens of this Commonwealth; as soon as the said members are appointed by the respective parties to the issue, the court shall proceed at once to fill the board by the selection of three persons from the citizens of the county of well-known character for probity and general intelligence, and not directly connected with the interests of either party to the dispute, one of whom shall be designated by the said judge as president of the board of arbitration.

Where but one party makes application for the appointment of such board of arbitration the court shall give notice by order of court to both parties in interest, requiring them each to appoint three persons as members of said board within ten days thereafter, and in case either party refuse or neglects to make such appointment the court shall thereupon fill the board by the selection of six persons who, with the three named by the other party in the controversy, shall constitute said board of arbitration.

The said court shall also appoint one of the members thereof secretary to the said board, who shall also have a vote and

the same powers as any other member, and shall also designate the time and place of meeting of the said board. They shall also place before them copies of all papers and minutes of proceedings to the case or cases submitted.

SECTION 3. That when the board of arbitrators has been thus appointed and constituted, and each member has been sworn or affirmed and the papers have been submitted to them, they shall first carefully consider the records before them and then determine the rules to govern their proceedings; they shall sit with closed doors until their organization is consummated after which their proceedings shall be public. The president of the board shall have full authority to preserve order at the sessions and may summon or appoint officers to assist and in all ballots he shall have a vote. It shall be lawful for him at the request of any two members of the board to send for persons, books and papers, and he shall have power to enforce their presence and to require them to testify in any matter before the board, and for any wilful failure to appear and testify before said board, when requested by the said board, the person or persons so offending shall be guilty of a misdemeanor, and on conviction thereof in the court of quarter sessions of the county where the offence is committed, shall be sentenced to pay a fine not exceeding five hundred dollars and imprisonment not exceeding thirty days, either or both, at the discretion of the court.

SECTION 4. That as soon as the board is organized the president shall announce that the sessions are opened and the variants may appear with their attorneys and counsel, if they so desire, and open their case, and in all proceedings the applicant shall stand as plaintiff, but when the application is jointly made, the employes shall stand as plaintiff in the case, each party in turn shall be allowed a full and impartial hearing and may examine experts and present models, drawings, statements and any proper matter bearing on the case, all of which shall be carefully considered by the said board in arriving at their conclusions, and the decision of the said board shall be final and conclusive of all matters brought before them for adjustment, and the said board of arbitration may adjourn from the place designated by the court for holding its sessions, when it deems it expedient to do so, to the place or places where the

dispute arises and hold sessions and personally examine the workings and matters at variance to assist their judgment.

SECTION 5. That the compensation of the members of the board of arbitration shall be as follows, to wit: each shall receive four dollars per diem and ten cents per mile both ways between their homes and the place of meeting by the nearest comfortable routes of travel to be paid out of the treasury of the county where the arbitration is held, and witnesses shall be allowed from the treasury of the said county the same fees now allowed by law for similar services.

SECTION 6. That the board of arbitrators shall duly execute their decision which shall be reached by a vote of a majority of all the members by having the names of those voting in the affirmative signed thereon and attested by the secretary, and their decisions, together with all the papers and minutes of their proceedings, shall be returned to and filed in the court aforesaid for safe keeping.

SECTION 7. All laws and parts of laws inconsistent with the provisions of this act be and the same are hereby repealed. [*Approved the 18th day of May, A.D. 1893.*]

TEXAS.

[CHAPTER 379.]

An Act to provide for the amicable adjustment of grievances and disputes that may arise between employers or receiver and employes, and to authorize the creation of a board of arbitration; to provide for compensation of said board, and to provide penalties for the violation hereof.

SECTION 1. *Be it enacted by the Legislature of the State of Texas:* That whenever any grievance or dispute of any nature, growing out of the relation of employer and employes, shall arise or exist between employer and employes, it shall be lawful upon mutual consent of all parties, to submit all matters respecting such grievance or dispute in writing to a board of arbitrators to hear, adjudicate, and determine the same. Said board shall consist of five (5) persons. When the employes concerned in such grievance or dispute as the aforesaid are members in good standing of any labor organization which is

represented by one or more delegates in a central body, the said central body shall have power to designate two (2) of said arbitrators, and the employer shall have the power to designate two (2) others of said arbitrators, and the said four arbitrators shall designate a fifth person as arbitrator, who shall be chairman of the board. In case the employees concerned in any such grievance or dispute as aforesaid are members in good standing of a labor organization which is not represented in a central body, then the organization of which they are members shall designate two members of said board, and said board shall be organized as hereinbefore provided; and in case the employees concerned in any such grievance or dispute as aforesaid are not members of any labor organization, then a majority of said employees, at a meeting duly held for that purpose, shall designate two arbitrators for said board, and said board shall be organized as hereinbefore provided: *Provided*, that when the two arbitrators selected by the respective parties to the controversy, the district judge of the district having jurisdiction of the subject matter shall, upon notice from either of said arbitrators that they have failed to agree upon the fifth arbitrator, appoint said fifth arbitrator.

SEC. 2. That any board as aforesaid selected may present a petition in writing to the district judge of the county where such grievance or dispute to be arbitrated may arise, signed by a majority of said board, setting forth in brief terms the facts showing their due and regular appointment, and the nature of the grievance or dispute between the parties to said arbitration, and praying the license or order of such judge establishing and approving of said board of arbitration. Upon the presentation of said petition it shall be the duty of said judge, if it appear that all requirements of this act have been complied with, to make an order establishing such board of arbitration and referring the matters in dispute to it for hearing, adjudication and determination. The said petition and order, or a copy thereof, shall be filed in the office of the district clerk of the county in which the arbitration is sought.

SEC. 3. That when a controversy involves and affects the interests of two or more classes or grades of employees belonging to different labor organizations, or of individuals who are not members of a labor organization, then the two arbitrators

selected by the employes shall be agreed upon and selected by the concurrent action of all such labor organizations, and a majority of such individuals who are not members of a labor organization.

SEC. 4. The submission shall be in writing, shall be signed by the employer or receiver and the labor organization representing the employes, or any laborer or laborers to be affected by such arbitration who may not belong to any labor organization, shall state the question to be decided, and shall contain appropriate provisions by which the respective parties shall stipulate as follows :

1. That pending the arbitration the existing status prior to any disagreement or strike shall not be changed.

2. That the award shall be filed in the office of the clerk of the district court of the county in which said board of arbitration is held, and shall be final and conclusive upon both parties, unless set aside for error of law, apparent on the record.

3. That the respective parties to the award will each faithfully execute the same, and that the same may be specifically enforced in equity so far as the powers of a court of equity permit.

4. That the employes dissatisfied with the award shall not by reason of such dissatisfaction quit the service of said employer or receiver before the expiration of thirty days, nor without giving said employer or receiver thirty days written notice of their intention so to quit.

5. That said award shall continue in force as between the parties thereto for the period of one year after the same shall go into practical operation, and no new arbitration upon the same subject between the same parties shall be had until the expiration of said one year.

SEC. 5. That the arbitrators so selected shall sign a consent to act as such and shall take and subscribe an oath before some officer authorized to administer the same to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be immediately filed in the office of the clerk of the district court wherein such arbitrators are to act. When said board is ready for the transaction of business it shall select one of its members to act as secretary and the parties to the dispute shall receive notice of a time and place of hearing,

which shall be not more than ten days after such agreement to arbitrate has been filed.

SEC. 6. The chairman shall have power to administer oaths and to issue subpoenas for the production of books and papers and for the attendance of witnesses to the same extent that such power is possessed by the court of record or the judge thereof in this State. The board may make and enforce the rules for its government and transaction of the business before it and fix its sessions and adjournment, and shall herein examine such witnesses as may be brought before the board, and such other proof as may be given relative to the matter in dispute.

SEC. 7. That when said board shall have rendered its adjudication and determination its powers shall cease, unless there may be at the time in existence other similar grievances or disputes between the same class of persons mentioned in section 1, and in such case such persons may submit their differences to said board, which shall have power to act and adjudicate and determine the same as fully as if said board was originally created for the settlement of such difference or differences.

SEC. 8. That during the pendency of arbitration under this act it shall not be lawful for the employer or receiver party to such arbitration, nor his agent, to discharge the employes parties thereto, except for inefficiency, violation of law, or neglect of duty, or where reduction of force is necessary, nor for the organization representing such employes to order, nor for the employes to unite in, aid or abet strikes or boycotts against such employer or receiver.

SEC. 9. That each of the said board of arbitrators shall receive three dollars per day for every day in actual service, not to exceed ten (10) days, and traveling expenses not to exceed five cents per mile actually traveled in getting to or returning from the place where the board is in session. That the fees of witnesses of aforesaid board shall be fifty cents for each day's attendance and five cents per mile traveled by the nearest route to and returning from the place where attendance is required by the board. All subpoenas shall be signed by the secretary of the board and may be served by any person of full age authorized by the board to serve the same. That the fees and mileage of witnesses and the per diem and traveling expenses of said arbitrators shall be taxed as costs against either

or all of the parties to such arbitration, as the board of arbitrators may deem just, and shall constitute part of their award, and each of the parties to said arbitration shall, before the arbitration (arbitrators) proceed to consider the matters submitted to them, give a bond, with two or more good and sufficient sureties in an amount to be fixed by the board of arbitration, conditioned for the payment of all the expenses connected with the said arbitration.

SEC. 10. That the award shall be made in triplicate. One copy shall be filed in the district clerk's office, one copy shall be given to the employer or receiver, and one copy to the employes or their duly authorized representative. That the award being filed in the clerk's office of the district court, as herein before provided, shall go into practical operation and judgment shall be entered thereon accordingly at the expiration of ten days from such filing, unless within such ten days either party shall file exceptions thereto for matter of law apparent on the record, in which case said award shall go into practical operation and judgment rendered accordingly when such exceptions shall have been fully disposed of by either said district court or on appeal therefrom.

SEC. 11. At the expiration of ten days from the decision of the district court upon exceptions taken to said award as aforesaid, judgment shall be entered in accordance with said decision, unless during the said ten days either party shall appeal therefrom to the Court of Civil Appeals holding jurisdiction thereof. In such case only such portion of the record shall be transmitted to the appellate court as is necessary to the proper understanding and consideration of the questions of law presented by said exceptions and to be decided. The determination of said Court of Civil Appeals upon said questions shall be final, and being certified by the clerk of said Court of Civil Appeals, judgment pursuant thereto shall thereupon be entered by said district court. If exceptions to an award are finally sustained, judgment shall be entered setting aside the award; but in such case the parties may agree upon a judgment to be entered disposing of the subject matter of the controversy, which judgment, when entered, shall have the same force and effect as judgment entered upon an award.

SEC. 12. The near approach of the end of the session, and

the great number of bills requiring the attention of the Legislature, creates an imperative public necessity and an emergency that the constitutional rule requiring bills to be read in each house on three several days be suspended, and it is so suspended. [*Approved April 24, 1895.*]

MISSOURI.

An Act to provide for a board of mediation and arbitration for the settlement of differences between employers and their employees.

Be it enacted by the General Assembly of the State of Missouri, as follows:

SECTION 1. Upon information furnished by an employer of laborers, or by a committee of employees, or from any other reliable source, that a dispute has arisen between employers and employees, which dispute may result in a strike or lockout, the commissioner of labor statistics and inspection shall at once visit the place of dispute and seek to mediate between the parties, if, in his discretion it is necessary so to do.

SEC. 2. If a mediation can not be effected, the commissioner may at his discretion direct the formation of a board of arbitration, to be composed of two employers and two employees engaged in a similar occupation to the one in which the dispute exists, but who are not parties to the dispute, and the commissioner of labor statistics and inspection, who shall be president of the board.

SEC. 3. The board shall have power to summon and examine witnesses and hear the matter in dispute, and, within three days after the investigation, render a decision thereon, which shall be published, a copy of which shall be furnished each party in dispute, and shall be final, unless objections are made by either party within five days thereafter: Provided, that the only effect of the investigation herein provided for shall be to give the facts leading to such dispute to the public through an unbiased channel.

SEC. 4. In no case shall a board of arbitration be formed when work has been discontinued, either by action of the employer or the employees; should, however, a lockout or strike have occurred before the commissioner of labor statistics could

be notified, he may order the formation of a board of arbitration upon resumption of work.

SEC. 5. The board of arbitration shall appoint a clerk at each session of the board, who shall receive three dollars per day for his services, to be paid, upon approval by the commissioner of labor statistics, out of the fund appropriated for expenses of the bureau of labor statistics. [*Approved April 11, 1889.*]

NORTH DAKOTA.

Chapter 46, of the Acts of 1890, defining the duties of the Commissioner of Agriculture and Labor, has the following: —

SECTION 7. If any difference shall arise between any corporation or person, employing twenty-five or more employes, and such employes, threatening to result, or resulting in a strike on the part of such employes, or a lockout on the part of such employer, it shall be the duty of the commissioner, when requested so to do by fifteen or more of said employes, or by the employers, to visit the place of such disturbance and diligently seek to mediate between such employer and employes.

NEBRASKA.

The law creating the Bureau of Labor and Industrial Statistics of the State of Nebraska, defines the duties of the chief officer as follows: —

SEC. 4. The duties of said commissioner shall be to collect, collate and publish statistics and facts relative to manufacturers, industrial classes, and material resources of the state, and especially to examine into the relations between labor and capital; the means of escape from fire and protection of life and health in factories and workshops, mines and other places of industries; the employment of illegal child labor; the exaction of unlawful hours of labor from any employee; the educational, sanitary, moral, and financial condition of laborers and artisans; the cost of food, fuel, clothing, and building material; the causes of strikes and lockouts, as well as kindred subjects and matters pertaining to the welfare of industrial interests and classes. [*Approved March 31, 1887.*]

